

Judiciary eCourts System - Civil Part

[Home](#)
[Help](#)
[Logout](#)

CASE JACKET

User:BARUCH GOTTESMAN

Docket Number: BER L 003841 - 21

[Back](#)
[Create Summary Report](#)

Case Caption: Gruenbaum Tamar Vs Ackerman Shanalee

Court: Civil Part	Venue: Bergen	Case Initiation Date: 06/14/2021
Case Type: Contract/Commercial Transaction	Case Status: Active	Jury Demand: 12 Jurors
Case Track: 2	Judge: Robert C Wilson	Team: 2
# of Discovery Days: 300	Age of Case: 00 YR 04 MO	Consolidated Case: Y
Original Discovery End Date:	Current Discovery End Date:	# of DED Extensions: 0
Original Arbitration Date:	Current Arbitration Date:	# of Arb Adjournments: 0
Original Trial Date:	Current Trial Date:	# of Trial Date Adjournments: 0
Disposition Date:	Case Disposition: Open	Statewide Lien:

Plaintiffs (2)

Defendants (2)

Case Proceedings (2)

ACMS Documents (15)
























Fees (15)

Tamar Gruenbaum Dds,Llc [AKA](#)

Tamar Gruenbaum

Case Actions

Filed Date	Filings	Docket Text	Transaction ID	Entry Date
06/14/2021		Complaint with Jury Demand for BER-L-003841-21 submitted by GARBER, BENJAMIN ALEX, BRAVERMAN KASKEY PC on behalf of TAMAR GRUENBAUM, TAMAR GRUENBAUM DDS, LLC against SHANALEE ACKERMAN, ACKERMAN PRACTICE MANAGEMENT	LCV20211437651	06/15/2021
06/15/2021		CLERK NOTICE: re: Complaint LCV20211437651 -The data entered in eCourts (data) does not match the information contained in the document(s). In order to correct data, a motion must be made pursuant to R. 1:5-6.	LCV20211439038	06/15/2021
06/15/2021		CLERK NOTICE: re: Complaint LCV20211437651 -Please be advised that ACMS has been updated to reflect DTC as indicated on the complaint.	LCV20211439040	06/15/2021
06/16/2021		TRACK ASSIGNMENT Notice submitted by Case Management	LCV20211447464	06/16/2021
07/09/2021		AFFIDAVIT OF SERVICE submitted by GARBER, BENJAMIN, ALEX of BRAVERMAN KASKEY PC on behalf of TAMAR GRUENBAUM DDS,LLC, TAMAR GRUENBAUM against SHANALEE ACKERMAN	LCV20211625225	07/09/2021
07/09/2021		AFFIDAVIT OF SERVICE submitted by GARBER, BENJAMIN, ALEX of BRAVERMAN KASKEY PC on behalf of TAMAR GRUENBAUM DDS,LLC, TAMAR GRUENBAUM against ACKERMAN PRACTICE MANAGEMENT	LCV20211625242	07/09/2021
07/30/2021		REQUEST FOR DEFAULT submitted by GARBER, BENJAMIN, ALEX of BRAVERMAN KASKEY PC on behalf of TAMAR GRUENBAUM DDS,LLC, TAMAR GRUENBAUM against SHANALEE ACKERMAN, ACKERMAN PRACTICE MANAGEMENT	LCV20211779776	07/30/2021
08/04/2021		AFFIDAVIT OF DILIGENT INQUIRY submitted by GARBER, BENJAMIN, ALEX of BRAVERMAN KASKEY PC on behalf of TAMAR GRUENBAUM DDS,LLC, TAMAR GRUENBAUM against SHANALEE ACKERMAN, ACKERMAN PRACTICE MANAGEMENT	LCV20211818732	08/04/2021
08/17/2021		Default has been entered against the following party/parties: SHANALEE ACKERMAN	LCV20211909965	08/17/2021
08/17/2021		Default has been entered against the following party/parties: ACKERMAN PRACTICE MA	LCV20211909966	08/17/2021

		NAGEMENT	
08/18/2021	 	MOTION ENTERING DEFAULT JUDGMENT submitted by GARBER, BENJAMIN, ALEX of BRAVERMAN KASKEY PC on behalf of TAMAR GRUENBAUM DDS,LLC, TAMAR GRUENBAUM against SHANALEE ACKERMAN, ACKERMAN PRACTICE MANAGEMENT *LINKED FILING*	LCV20211916798 08/18/2021
08/19/2021		The motion filed on 08/18/2021 will be decided on 09/10/2021. Do not come to the courthouse because no oral argument has been requested. The court's decision will be provided to you. Re: MOTION ENTERING DEFAULT JUDGMENT [LCV20211916798]	LCV20211922589 08/19/2021
09/01/2021	 	OPPOSITION TO MOTION submitted by GOTTESMAN, BARUCH, S of BARUCH S. GOTTESMAN, ESQ. on behalf of SHANALEE ACKERMAN, ACKERMAN PRACTICE MANAGEMENT against TAMAR GRUENBAUM DDS,LLC, TAMAR GRUENBAUM *LINKED FILING*	LCV20212032675 09/01/2021
09/01/2021	 	OPPOSITION TO MOTION submitted by GOTTESMAN, BARUCH, S of BARUCH S. GOTTESMAN, ESQ. on behalf of SHANALEE ACKERMAN, ACKERMAN PRACTICE MANAGEMENT against TAMAR GRUENBAUM DDS,LLC, TAMAR GRUENBAUM *LINKED FILING*	LCV20212032679 09/01/2021
09/02/2021	 	MOTION TO CONSOLIDATE CASES submitted by GOTTESMAN, BARUCH, S of BARUCH S. GOTTESMAN, ESQ. on behalf of SHANALEE ACKERMAN, ACKERMAN PRACTICE MANAGEMENT against TAMAR GRUENBAUM DDS,LLC, TAMAR GRUENBAUM *LINKED FILING*	LCV20212039606 09/02/2021
09/03/2021		The motion filed on 09/02/2021 will be decided on 09/24/2021. Do not come to the courthouse because no oral argument has been requested. The court's decision will be provided to you. Re: MOTION TO CONSOLIDATE CASES [LCV20212039606]	LCV20212047670 09/03/2021
09/07/2021	 	REPLY BRIEF submitted by GARBER, BENJAMIN, ALEX of BRAVERMAN KASKEY PC on behalf of TAMAR GRUENBAUM DDS,LLC, TAMAR GRUENBAUM against SHANALEE ACKERMAN, ACKERMAN PRACTICE MANAGEMENT *LINKED FILING*	LCV20212068200 09/07/2021
09/10/2021	 	Order To Enter Judgment - GRANTED by Judge WILSON, ROBERT, C	LCV20212099230 09/10/2021
09/10/2021	 	ORDER ENTERING DEFAULT JUDGMENT-Denied by Judge WILSON, ROBERT, C re: MOTION ENTERING DEFAULT JUDGMENT [LCV20211916798]	LCV20212152305 09/16/2021
09/16/2021	 	OPPOSITION TO MOTION submitted by GARBER, BENJAMIN, ALEX of BRAVERMAN KASKEY PC on behalf of TAMAR GRUENBAUM DDS,LLC, TAMAR GRUENBAUM against SHANALEE ACKERMAN, ACKERMAN PRACTICE MANAGEMENT *LINKED FILING*	LCV20212149907 09/16/2021
10/07/2021	 	AFFIDAVIT OF SERVICE submitted by GARBER, BENJAMIN, ALEX of BRAVERMAN KASKEY PC on behalf of TAMAR GRUENBAUM against SHANALEE ACKERMAN	LCV20212344172 10/07/2021
10/07/2021	 	AFFIDAVIT OF SERVICE submitted by GARBER, BENJAMIN, ALEX of BRAVERMAN KASKEY PC on behalf of TAMAR GRUENBAUM DDS,LLC, TAMAR GRUENBAUM against ACKERMAN PRACTICE MANAGEMENT	LCV20212344440 10/07/2021

Showing 1 to 22 of 22 entries

•
•Screen ID : ECCV3000
© Copyright NJ Judiciary 2016

BUILD: CivilCaseJacket_2021.1.0.3.2

SUMMONSAttorney(s) Benjamin A. Garber, Esq. / ID#011382009Office Address Braverman Kaskey Garber PCTown, State, Zip Code One Liberty Place, 56th FloorPhiladelphia, PA 19103Telephone Number 215-575-3800Attorney(s) for Plaintiff Tamar Gruenbaum et alTamar Gruenbaum and Tamar Gruenbaum DDS, LLCd/b/a Ridgewood Valley Pediatric Dentistry,Plaintiff(s)

vs.

Shanalee Ackerman andAckerman Practice Management, LLCDefendant(s)

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.

/s/ Michelle M. Smith

Clerk of the Superior Court

DATED: June 14, 2021Name of Defendant to Be Served: Shanalee AckermanAddress of Defendant to Be Served: 1775 York Ave., #32A, New York, NY 10128

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
 TAMAR GRUENBAUM DDS, LLC,
 d/b/a RIDGEWOOD VALLEY
 PEDIATRIC DENTISTRY,
 385 S Maple Ave, #107
 Glen Rock, NJ 07452**

Plaintiffs,

v.

**SHANALEE ACKERMAN
 1775 York Avenue, #32A
 New York, NY 10128; and**

**ACKERMAN PRACTICE
 MANAGEMENT, LLC,
 13867 Jeremiah Road
 Jacksonville, FL 32224,**

Defendants.

**SUPERIOR COURT OF NEW
 JERSEY, LAW DIVISION
 BERGEN COUNTY**

Docket No. _____

**COMPLAINT AND JURY DEMAND
 DESIGNATION OF TRIAL
 COUNSEL, AND CERTIFICATIONS
 UNDER RULES 1:38-7(b) and 4:5-1**

Plaintiffs Tamar Gruenbaum, DDS (“Dr. Gruenbaum”) and Tamar Gruenbaum DDS, LLC d/b/a Ridgewood Valley Pediatric Dentistry (the “Practice”), by and through their undersigned counsel, brings this Complaint against defendants Shanalee Ackerman (“Ackerman”) and Ackerman Practice Management, LLC (“APM”), as follows:

PRELIMINARY STATEMENT

1. Dr. Gruenbaum is the owner of a local pediatric dental practice. This action arises from defendants' fraud, breaches of contract, and other unlawful conduct perpetrated against plaintiffs in connection with a services contract (the "Agreement"), pursuant to which, *inter alia*, defendants agreed to provide management and consulting related services to plaintiffs.

2. Specifically, pursuant to the Agreement and otherwise, defendants were required to provide expert guidance on a variety of issues including, without limitation, Practice finances and marketing, team structure, clinical protocols, business decisions and protocols, insurance billing and practices, and case acceptance systems.

3. As alleged herein, Ackerman first procured the Agreement through fraud by misrepresenting her and APM's credentials and expertise to Dr. Gruenbaum, and then failed to provide the services required under the Agreement and breached their common law obligations owed to plaintiffs.

4. Defendants' acts and omissions, as alleged herein, have, and continue to cause substantial financial harm to plaintiffs and give rise to the claims asserted herein for breach of contract, breach of fiduciary duty, fraud, conversion, and unjust enrichment, among others.

PARTIES

5. Dr. Gruenbaum is an adult individual with a business address of 385 S. Maple Avenue, #107, Glen Rock, New Jersey 07452.

6. Tamar Gruenbaum DDS, LLC, d/b/a Ridgewood Valley Pediatric Dentistry is a New Jersey limited liability company with an address of 385 S. Maple Avenue, #107, Glen Rock, New Jersey 07452.

7. Ackerman is an adult individual with an address at 1775 York Avenue, #32A, New York, New York 10128.

8. Upon information and belief, Ackerman also has an address of 104 West Oak Highway, Westminster, FL 29697.

9. APM is a Florida corporation with a registered address of 13867 Jeremiah Road, Jacksonville, FL 32224.

10. At all times material hereto, Ackerman has been a shareholder, officer, director, principal, and agent of APM.

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction over this action pursuant to N.J. Const. Art. VI § III.

12. This Court has personal jurisdiction over all of the parties, as each party resides in, conducts business in or has its principal place of business in New Jersey, and the actions described herein occurred in New Jersey.

13. Venue is appropriate in this Court pursuant to NJ Court Rules 4:3-1(a)(5) and 4:3-2(a).

FACTS

Background

14. Dr. Gruenbaum grew up in Teaneck, New Jersey and earned her D.D.S. from Columbia University College of Dental Medicine.

15. Dr. Gruenbaum completed a general practice residency at Montefiore Medical Center in Bronx, New York.

16. Dr. Gruenbaum did her post-graduate training in pediatric dentistry at Maimonides Medical Center in Brooklyn, New York, where she served as chief resident during her second year.

17. Dr. Gruenbaum is a member of the AAPD and is board certified by the American Board of Pediatric Dentistry.

18. Dr. Gruenbaum is the owner of the Practice, which provides comprehensive dental care to children from infancy through their teenage years.

19. Dr. Tamar Gruenbaum, DDS, owns dental practice Tamar Gruenbaum DDS, LLC, d/b/a Ridgewood Valley Pediatric Dentistry.

20. Ackerman holds herself out as an expert business consultant in the healthcare arena.

21. Ackerman is believed to be the Founder and CEO of APM.

22. In 2017, plaintiffs retained defendants to provide management and consulting related services.

23. As part of plaintiffs' retention of defendants' services, the parties

entered into a services contract—i.e., the Agreement.¹

Defendants' Fraud and Unlawful Conduct

24. Plaintiff retained defendants based upon Ackerman's representations touting her skills, acumen, credentials, qualifications, and abilities as an expert business consultant in the healthcare arena.

25. Ackerman also misrepresented the credentials, qualifications, and abilities of APM.

26. Ackerman represented that APM was a successful ongoing business when, in reality, it was not even registered as an active company with the State of New York during her engagement with the Practice.

27. Ackerman misrepresented to Dr. Gruenbaum her successes improving dental practices like Dr. Gruenbaum's practice.

28. The Agreement required defendants to provide services to plaintiffs in exchange for compensation.

29. Among other things, pursuant to the Agreement, defendants were required to, *inter alia*, provide plaintiffs with expert guidance on a variety of issues, including finances and marketing, team structure, clinical protocols, business decisions and protocols, insurance billing and practices, and case acceptance systems.

¹ Despite diligent inquiry, plaintiffs are not presently in possession of an executed copy of the Agreement. By letter dated May 13, 2021, plaintiffs made demand upon defendants for a copy of the same. As of the filing of this Complaint, defendants have not responded to plaintiffs' letter or demand for the Agreement.

30. Defendants, however, failed to provide the services required under the Agreement and to act in accordance with their common law obligations to plaintiffs.

31. Ackerman exceeded the scope of her engagement by botching the Practice's insurance participation and insurance billing protocols.

32. Ackerman indicated in insurance billing entries, and instructed others to also indicate, that the Practice was in-network with Delta Dental PPO.

33. Ackerman retroactively modified numerous insurance billing entries dated between February 2018 and March 2018 to reflect Delta Dental PPO coverage.

34. Ackerman knew, should have known, or recklessly ignored that the Practice's contract was with Delta Dental's Premier coverage only—not PPO.

35. Ackerman also incorrectly entered Aetna insurance billing codes.

36. Realizing her mistake and attempting to cover it up, Ackerman gained access to the Practice's billing software without authorization and deleted the entire archive.

37. As a result of her insurance and billing related indiscretions, Ackerman caused the practice to incur substantial monetary losses.

38. Ackerman was required to collaborate with Dr. Gruenbaum and guide her in decision-making pertaining to the Practice. However, Ackerman failed to do so.

39. Instead, Ackerman took actions that were beyond the scope of the Agreement and/or without Dr. Gruenbaum's authorization.

40. Ackerman duped Dr. Gruenbaum into changing the Practice's third-party vendors to those of her recommendation claiming that the Practice would gain additional value by switching to her recommended vendors.

41. Based on Ackerman's recommendations and false representations, Dr. Gruenbaum agreed to change vendors for accounting and tax services, technology services, and insurance negotiation services.

42. Ackerman recommended these vendors despite having knowledge of their incompetence.

43. Ackerman recommended these vendors for the purposes of her own financial benefit.

44. One of the most egregious examples being Ackerman's recommendation of an accounting firm, Levine & Associates LLC, whose services were deficient and have resulted in IRS scrutiny and in connection with which plaintiffs have suffered financial losses, fees, costs, expenses, and penalties.

45. Ackerman was required to engage in an appropriate level of interaction with Practice staff for training and team building purposes. Ackerman entirely failed to interact with them appropriately.

46. During onsite visits, Ackerman did not make herself available to Practice staff and instead did work for and took phone calls from other clients.

47. Ackerman also harassed and abused staff, exposing the Practice to employment related claims.

48. Ackerman exaggerated her position of authority in the Practice to third parties. This included representing herself as “Practice Manager”.

49. Ackerman illicitly gained access to confidential information of the Practice.

50. She established herself as a provider in the Practice's insurance billing system, obtained access to business and personal credit cards and bank accounts, and obtained keys to the office and to the security camera system. Ackerman had no authority to undertake any such action.

51. Ackerman failed to appropriately monitor billing and to timely collect outstanding balances.

52. When Ackerman did set out to collect outstanding balances, her conduct was aggressive and off-putting, causing significant patient attrition.

53. Ackerman caused Dr. Gruenbaum to sign up for the review system “BirdEye” which Dr. Gruenbaum paid for only to subsequently learn that the Practice had never actually been signed up by Ackerman and instead she had been paying for the service for one of Ackerman’s other clients.

54. Because of defendants' actions, the Practice's performance declined substantially, revenues decreased, overhead and other costs increased, and plaintiffs incurred unnecessary financial losses.

55. Defendants failed to enhance the Practice's business and did nothing to help market the Practice.

56. As a result of defendants' acts and omissions, plaintiffs have suffered emotional distress and substantial monetary harm, including lost profits, loss of goodwill, and out-of-pocket expenses, fees, and costs.

57. Defendants have been unjustly enriched, having received not less than approximately \$70,000 in connection with the Agreement.

COUNT I
BREACH OF CONTRACT

58. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

59. Plaintiffs and defendants are parties to a valid and enforceable contract, i.e., the Agreement.

60. Plaintiffs have performed under the Agreement.

61. By doing the things alleged herein, defendants have materially breached his Agreement.

62. As a direct, proximate, and foreseeable result of defendants' breaches of contract, plaintiffs have suffered, and will continue to suffer, substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

COUNT II
BREACH OF GOOD FAITH AND FAIR DEALING

63. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

64. By doing the things alleged herein, defendants have breached the duty of good faith and fair dealing owed to plaintiffs.

65. As a direct, proximate, and foreseeable result of defendants' breaches of good faith and fair dealing, plaintiffs have suffered, and will continue to suffer, substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

COUNT III
BREACH OF FIDUCIARY DUTY

66. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

67. Under New Jersey law, a fiduciary relationship exists when one party is under a duty to act for or give advice for the benefit of another on matters within the scope of their relationship.

68. By virtue of the parties' relationship, defendants owed fiduciary duties to the plaintiffs.

69. By doing the things alleged herein, defendants have breached their fiduciary duties of care and loyalty to plaintiffs.

70. As a direct, proximate, and foreseeable result of defendants' breaches of fiduciary duty, plaintiffs have suffered, and will continue to suffer, substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

COUNT IV
CONVERSION

71. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

72. By doing the things alleged herein, defendants converted the time, money, resources, and other assets of the plaintiffs without privilege or authorization and for their own improper purposes.

73. As a direct, proximate, and foreseeable result of defendants' conversion, plaintiffs have suffered, and will continue to suffer, substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

COUNT V
UNJUST ENRICHMENT

74. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

75. Defendants have and continue to benefit from their receipt of the benefits and other compensation paid to them by the plaintiffs.

76. Defendants' retention of said benefits constitutes unjust enrichment.

77. Accordingly, the Court should require defendants to return the benefits bestowed upon them by the plaintiffs to the plaintiffs.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

COUNT VI
FRAUD/FRAUDULENT CONCEALMENT

78. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

79. Defendants knowingly misrepresented the truth and/or concealed material facts to induce plaintiffs to act to their detriment.

80. As alleged herein, defendants misrepresented to Dr. Gruenbaum that Ackerman was a qualified, experienced, competent, and diligent professional.

81. Reasonably relying on these misrepresentations, plaintiffs retained defendants' services.

82. Reasonably relying on these misrepresentations, plaintiffs retained entered into the Agreement.

83. Additionally, defendants knowingly and intentionally concealed their misconduct from plaintiffs for purposes of preventing them from uncovering the truth of the same and continuing to reap the benefits that plaintiffs bestowed upon them.

84. As a direct, proximate, and foreseeable result of defendants' fraud and fraudulent concealment, plaintiffs have suffered, and will continue to suffer, substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

COUNT VII
NEGLIGENCE

85. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

86. Defendants owed plaintiffs a duty of care as an alleged healthcare consultant.

87. By doing the things alleged herein, defendants breached their duty of care, acted negligently, and otherwise deviated from the acceptable professional standards attendant to an alleged healthcare consultant.

88. As a direct, proximate, and foreseeable result of defendants' negligence, plaintiffs have suffered, and will continue to suffer, substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

PRAYER FOR RELIEF

WHEREFORE, plaintiffs demand judgment against defendants as follows:

- (i) compensatory and consequential damages in an amount to be determined at trial, against defendants, individually and/or jointly and severally as appropriate;
- (ii) punitive damages;
- (iii) reasonable attorney's fees and costs;
- (iv) pre- and post-judgment interest at the highest legal rate; and

- (v) for such other and further relief as the Court may deem equitable, just, and proper, including the award of costs and expenses incurred by plaintiffs in this action.

JURY DEMAND

Plaintiffs demand trial by a jury of twelve on all of the triable issues of this Complaint, pursuant to NJ Court Rules 1:8-2(b) and 4:35-1(a).

DESIGNATION OF TRIAL COUNSEL

Pursuant to NJ Court Rule 4:25-4, plaintiffs hereby designate Benjamin A. Garber, Esq. as trial counsel in this matter.

CERTIFICATIONS

The undersigned hereby certifies that the matter in controversy is not the subject of any other action pending in any Court or arbitration proceeding and no other Court action or arbitration proceeding is contemplated. There is presently pending one other action, at Docket No. C-154-19, in which one or more of the parties to this action assert matters other than the matter in controversy herein.

Other than the parties set forth in this complaint, I know of no other parties that should be made a part of this lawsuit. I recognize my continuing obligation to file and serve on all parties and the court an amended certification if there is a change in the facts stated in this original certification.

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

Respectfully submitted,

Dated: June 14, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE
One Liberty Place- 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
Attorneys for Plaintiffs

SUMMONSAttorney(s) Benjamin A. Garber, Esq. / ID#011382009Office Address Braverman Kaskey Garber PCTown, State, Zip Code One Liberty Place, 56th FloorPhiladelphia, PA 19103Telephone Number 215-575-3800Attorney(s) for Plaintiff Tamar Gruenbaum et alTamar Gruenbaum and Tamar Gruenbaum DDS, LLCd/b/a Ridgewood Valley Pediatric Dentistry,Plaintiff(s)

vs.

Shanalee Ackerman andAckerman Practice Management, LLCDefendant(s)

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.

/s/ Michelle M. Smith

Clerk of the Superior Court

DATED: June 14, 2021Name of Defendant to Be Served: Ackerman Practice Management LLC c/o Shanalee AckermanAddress of Defendant to Be Served: 1775 York Ave., #32A, New York, NY 10128

Civil Case Information Statement

Case Details: BERGEN | Civil Part Docket# L-003841-21

Case Caption: GRUENBAUM TAMAR VS ACKERMAN

SHANALEE

Case Initiation Date: 06/14/2021

Attorney Name: BENJAMIN ALEX GARBER

Firm Name: BRAVERMAN KASKEY PC

Address: 1650 MARKET STREET 56TH FL ONE LIBERTY

PLACE

PHILADELPHIA PA 191037334

Phone: 2155753800

Name of Party: PLAINTIFF : Gruenbaum, Tamar

Name of Defendant's Primary Insurance Company

(if known): Unknown

Case Type: CONTRACT/COMMERCIAL TRANSACTION

Document Type: NJ eCourts Case Initiation Confirmation

Jury Demand: YES - 12 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Are sexual abuse claims alleged by: Tamar Gruenbaum? NO

Are sexual abuse claims alleged by: Tamar Gruenbaum DDS, LLC?
NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Business

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

06/14/2021

Dated

/s/ BENJAMIN ALEX GARBER

Signed

BERGEN COUNTY COURTHOUSE
SUPERIOR COURT LAW DIV
BERGEN COUNTY JUSTICE CTR RM 415
HACKENSACK NJ 07601-7680

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (201) 221-0700
COURT HOURS 8:30 AM - 4:30 PM

DATE: JUNE 15, 2021
RE: GRUENBAUM TAMAR VS ACKERMAN SHANALEE
DOCKET: BER L -003841 21

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON ROBERT C. WILSON

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002
AT: (201) 527-2600.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: BENJAMIN A. GARBER
BRAVERMAN KASKEY PC
1650 MARKET STREET 56TH FL
ONE LIBERTY PLACE
PHILADELPHIA PA 19103-7334

ECOURTS

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**AFFIDAVIT OF SERVICE BY
CERTIFIED MAIL UPON
SHANALEE ACKERMAN**

I, Domenic J. Marano, a competent adult being duly sworn according to law, depose and state that on June 21, 2021, I mailed a true and correct copy of Plaintiffs' Complaint with Jury Demand, Civil Action Summons, Civil Case Information Statement, and Track Assignment Notice ("Complaint Documents") filed in the above-captioned case by U.S. Certified Mail (Article Number 7013 1710 0000 4816 6089), return receipt requested, postage prepaid, to defendant Shanalee Ackerman ("Defendant") at her residence located at 1775 York Avenue, #32A, New York, New York 10128.

A true and correct copy of the U.S. Postal Service Form 3800, Certified Mail Receipt, date stamped with a mailing date of June 21, 2021, addressed to the Defendant, is attached hereto as **Exhibit A**.

On June 24, 2021, the U.S. Postal Service delivered the Complaint Documents upon the Defendant. A true and correct copy of the U.S. Postal Service Form 3811, Certified Mail Return Receipt Card, addressed to the Defendant, showing Defendant's signature and date of delivery of June 24, 2021 is attached hereto as **Exhibit B**.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Domenic Marano

Domenic J. Marano, Paralegal

Dated: July 9, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber

BENJAMIN A. GARBER, ESQUIRE

One Liberty Place- 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

Attorneys for Plaintiffs

EXHIBIT A

7013 1710 0000 4816 6089

U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information, visit our website at www.usps.com	
PITNEY BOWES	
Postage	02 1P \$000.00 0002755675 JUN 21 2021 MAILED FROM ZIP CODE 19103
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To <i>Shanika Ameenman</i>	
Street, Apt. No., or PO Box No. <i>1775 York Ave., #32A</i>	
City, State, ZIP+4 [®] <i>NEW YORK, NY 10128</i>	
PS Form 3800, August 2006 See Reverse for Instructions	

EXHIBIT B

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature</p> <p><input checked="" type="checkbox"/> Agent</p> <p><input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>SANALKE ACKERMAN 1775 YORK AVENUE #32A NEW YORK, NY 10128</p>		<p>B. Received by (Printed Name)</p> <p>S. Ackerman</p>	<p>C. Date of Delivery</p> <p>6/24/21</p>
<p>2. Article Number (Transfer from service label)</p> <p>7013 1710 0000 4816 6089</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes</p> <p>If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p>		<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>9590 9402 4799 8344 4720 74</p>		<p>Domestic Return Receipt</p>	

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**AFFIDAVIT OF SERVICE BY
CERTIFIED MAIL UPON
ACKERMAN PRACTICE
MANAGEMENT, LLC**

I, Domenic J. Marano, a competent adult being duly sworn according to law, depose and state that on June 21, 2021, I mailed a true and correct copy of Plaintiffs' Complaint with Jury Demand, Civil Action Summons, Civil Case Information Statement, and Track Assignment Notice ("Complaint Documents") filed in the above-captioned case by U.S. Certified Mail (Article Number 7013 1710 0000 4816 6096), return receipt requested, postage prepaid, to defendant Ackerman Practice Management, LLC ("Defendant") in care of Shanalee Ackerman at Ms. Ackerman's residence located at 1775 York Avenue, #32A, New York, New York 10128.¹

¹ Ms. Ackerman is believed to be the Founder and CEO of Ackerman Practice Management, LLC.

A true and correct copy of the U.S. Postal Service Form 3800, Certified Mail Receipt, date stamped with a mailing date of June 21, 2021, addressed to the Defendant, is attached hereto as **Exhibit A**.

On June 24, 2021, the U.S. Postal Service delivered the Complaint Documents upon the Defendant. A true and correct copy of the U.S. Postal Service Form 3811, Certified Mail Return Receipt Card, addressed to the Defendant, showing Ms. Ackerman's signature and date of delivery of June 24, 2021 is attached hereto as **Exhibit B**.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Domenic Marano

Domenic J. Marano, Paralegal

Dated: July 9, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber

BENJAMIN A. GARBER, ESQUIRE

One Liberty Place- 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

Attorneys for Plaintiffs

EXHIBIT A

7013 1710 0000 4816 6096

U.S. Postal Service™
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

PITNEY BOWES

02 1P \$ 000.00
Postage ID 0002755675 JUN 21 2021
MAILED FROM ZIP CODE 19103


Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$

Postmark Here

Sent To
Aceman Practice Mgmt. LLC
Street, Apt. No.;
or P.O. Box No. Aceman, 1775 York Ave., 32A
City, State, ZIP+4
New York, NY 10128

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT B

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X </p>	
<p>1. Article Addressed to:</p> <p><i>Ackerman Practical Management LLC</i> <i>c/o Susan Ackerman</i> <i>1775 York Ave., #32A</i> <i>NEW YORK, NY 10128</i></p>		<p>B. Received by (Printed Name)</p> <p><i>S. Ackerman</i></p>	<p>C. Date of Delivery</p> <p><i>6/24/21</i></p>
<p>2. Article Number (Transfer from service label)</p> <p>7013 1710 0000 4816 6096</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p>		<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>		<p>Domestic Return Receipt</p>	

Attorney for Plaintiffs

**REQUEST FOR ENTRY OF
DEFAULT AGAINST
DEFENDANTS SHANALEE
ACKERMAN and ACKERMAN
PRACTICE MANAGEMENT, LLC**

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE

One Liberty Place- 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
Attorneys for Plaintiffs

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**CERTIFICATION OF BENJAMIN A.
GARBER, ESQUIRE IN SUPPORT
OF DEFAULT AGAINST
DEFENDANTS SHANALEE
ACKERMAN and ACKERMAN
PRACTICE MANAGEMENT, LLC**

BENJAMIN A. GARBER, of full age, being duly sworn hereby certifies as follows:

1. I am an attorney at law in the State of New Jersey and a member of the law firm of Braverman Kaskey Garber, P.C.
2. I am familiar with the facts and circumstances of the within action.
3. The Summons and Complaint in this action were served upon defendants Shanalee Ackerman and Ackerman Practice Management, LLC (collectively, the “defendants”) on June 24, 2021, as appears from the Affidavits of Service by U.S. Certified Mail filed and docketed on July 9, 2021. True and correct

court-stamped copies of the Affidavits of Service upon the defendants are attached hereto as **Exhibit A**.

4. The time within which the defendants may answer or otherwise move as to the Complaint has expired and has not been extended. Defendants have not answered or otherwise moved as to the Complaint.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Respectfully submitted,

Dated: July 30, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE
One Liberty Place- 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
Attorneys for Plaintiffs

EXHIBIT A

Attorney for Plaintiffs

A true and correct copy of the U.S. Postal Service Form 3800, Certified Mail Receipt, date stamped with a mailing date of June 21, 2021, addressed to the Defendant, is attached hereto as **Exhibit A**.

On June 24, 2021, the U.S. Postal Service delivered the Complaint Documents upon the Defendant. A true and correct copy of the U.S. Postal Service Form 3811, Certified Mail Return Receipt Card, addressed to the Defendant, showing Defendant's signature and date of delivery of June 24, 2021 is attached hereto as **Exhibit B**.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Domenic Marano

Domenic J. Marano, Paralegal

Dated: July 9, 2021

BRAVERMAN KASKEY GARBER PC

BY: */s/ Benjamin A. Garber*

BENJAMIN A. GARBER, ESQUIRE

One Liberty Place- 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801


Attorneys for Plaintiffs

EXHIBIT A

7013 1710 0000 4816 6089

U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information, visit our website at www.usps.com	
PITNEY BOWES	
Postage	02 1P \$000.00 0002755675 JUN 21 2021 MAILED FROM ZIP CODE 19103
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To <i>Shanikka Ameenman</i>	
Street, Apt. No., or PO Box No. <i>1775 York Ave., #32A</i>	
City, State, ZIP+4 [®] <i>NEW YORK, NY 10128</i>	
PS Form 3800, August 2006 See Reverse for Instructions	

EXHIBIT B

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature</p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X </p>	
<p>1. Article Addressed to:</p> <p>SANALKE ACKERMAN 1775 YORK AVENUE #32A NEW YORK, NY 10128</p>		<p>B. Received by (Printed Name)</p> <p>S. Ackerman</p>	<p>C. Date of Delivery</p> <p>6/24/11</p>
<p>2. Article Number (Transfer from service label)</p> <p>7013 1710 0000 4816 6089</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>9590 9402 4799 8344 4720 74</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**AFFIDAVIT OF SERVICE BY
CERTIFIED MAIL UPON
ACKERMAN PRACTICE
MANAGEMENT, LLC**

I, Domenic J. Marano, a competent adult being duly sworn according to law, depose and state that on June 21, 2021, I mailed a true and correct copy of Plaintiffs' Complaint with Jury Demand, Civil Action Summons, Civil Case Information Statement, and Track Assignment Notice ("Complaint Documents") filed in the above-captioned case by U.S. Certified Mail (Article Number 7013 1710 0000 4816 6096), return receipt requested, postage prepaid, to defendant Ackerman Practice Management, LLC ("Defendant") in care of Shanalee Ackerman at Ms. Ackerman's residence located at 1775 York Avenue, #32A, New York, New York 10128.¹

¹ Ms. Ackerman is believed to be the Founder and CEO of Ackerman Practice Management, LLC.

EXHIBIT A

7013 1710 0000 4816 6096

U.S. Postal Service™
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

5 **PITNEY BOWES**
02 1P **\$ 000.00**
Postage ID 0002755675 JUN 21 2021
MAILED FROM ZIP CODE 19103

Certified Fee		Postmark Here
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To
Ackerman Practice Mgmt. LLC
Street, Apt. No.;
or P.O. Box No. 1775 York Ave., 32A
City, State, ZIP+4 New York, NY 10128

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT B

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ackerman Practical Management
LLC
c/o Susan Lee Ackerman
1775 York Ave., #32A
New York, NY 10128



9590 9402 4799 8344 4720 67

2. Article Number (Transfer from service label)

7013 1710 0000 4816 6096

COMPLETE THIS SECTION ON DELIVERY

A. Signature

XC

☐ Agent☐ Addressee

B. Received by (Printed Name)

S. Ackerman

C. Date of Delivery

6/24/14

D. Is delivery address different from item 1?
If YES, enter delivery address below:☐ Yes☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**CERTIFICATION OF
NON-MILITARY SERVICE**

BENJAMIN A. GARBER, of full age, being duly sworn hereby certifies as follows:

1. I am an attorney at law in the State of New Jersey and a member of the law firm of Braverman Kaskey Garber, P.C.
2. I am familiar with the facts and circumstances of the within action.
3. To the best of my knowledge, information and belief, defendants Shanalee Ackerman and Ackerman Practice Management, LLC (collectively, the “defendants”) are not in the military service of the United States.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Respectfully submitted,

Dated: July 30, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE
One Liberty Place- 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
Attorneys for Plaintiffs

BENJAMIN A. GARBER, ESQ.

One Liberty Place, 56th Floor

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,
*Plaintiffs,***

V.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

PROOF OF MAILING

I hereby certify that on the 30th day of July, 2021, a true and correct copy of the foregoing Request for Entry of Default was electronically filed with the Clerk of the Court, is available for viewing and downloading from the Court's electronic filing system (eCourts System-Civil Part), and will be served by U.S. Certified Mail and U.S. First-Class, postage prepaid upon the following:

Shanalee Ackerman
1775 York Avenue
#32A
New York, New York 10128

Ackerman Practice Management LLC
c/o Shanalee Ackerman
1775 York Avenue
#32A
New York, New York 10128

Respectfully submitted,

Dated: July 30, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE
One Liberty Place- 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
Attorneys for Plaintiffs

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**CERTIFICATION OF DILIGENT
INQUIRY AS TO DEFENDANTS
SHANALEE ACKERMAN AND
ACKERMAN PRACTICE
MANAGEMENT, LLC**

BENJAMIN A. GARBER, of full age, upon his Certification, says:

1. I am an attorney at law of the State of New Jersey, and a member of the law firm of Braverman Kaskey Garber P.C., attorneys for plaintiffs Tamar Gruenbaum and Tamar Gruenbaum DDS, LLC, d/b/a Ridgewood Valley Pediatric Dentistry (collectively "Plaintiffs") in the above captioned matter. I have personal knowledge of the facts contained on this Certification.

2. I make this Certification pursuant to R. 4:4-4(b)(1), as supplement to and in support of Plaintiffs' Request for Entry of Default filed on July 30, 2021, (ID#LCV20211779776).

3. On June 16, 2021, I employed the services of Guaranteed Subpoena Service, Inc. (“Guaranteed”) to personally hand deliver and serve the summons, track assignment notice, civil case information statement, and complaint (collectively “the papers”) upon defendants Shanalee Ackerman and Ackerman Practice Management, LLC (collectively “Defendants”) at their last known address at 1775 York Avenue, #32A, New York, New York 10128 (the “premises”). A true and correct copy of my firm’s request to Guaranteed is attached hereto as **Exhibit A**.

4. On June 17, 2021, Guaranteed attempted hand delivery service of the papers upon the Defendants and was unable to do so on account of the doorman to the apartment/condominium building refusing to allow Guaranteed to enter the premises, as well as not calling the Defendants to inform them of the service of the papers by Guaranteed. True and correct copies of Guaranteed’s Affidavits of Attempted Service upon the Defendants are attached hereto as **Exhibit B**.

5. Subsequently, in accordance with R. 4:4-4(b)(1), Plaintiffs served the papers upon the Defendants by U.S. Certified Mail. True and correct copies of Affidavits of Service by Certified Mail filed with the Court on July 9, 2021 are attached hereto as **Exhibit C**.

6. Accordingly, Plaintiffs’ request the Court to enter a default upon the Defendants as provided by the New Jersey Court Rules.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Respectfully submitted,

Dated: August 4, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE
One Liberty Place- 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
Attorneys for Plaintiffs

EXHIBIT A

From: [Domenic Marano](#)
To: ["Legal@Served.com"](mailto:Legal@Served.com)
Subject: RE: 24 TO 48 HOUR RUSH
Date: Wednesday, June 16, 2021 8:57:00 AM
Attachments: [Ackerman Complaint SERVICE COPY \(Shanalee Ackerman\) 061421.pdf](#)
[Ackerman Complaint SERVICE COPY \(Ackerman Practice Management LLC\) 061421.pdf](#)
Importance: High

June 16, 2021

Tamar Gruenbaum et al. v. Shanalee Ackerman et al.
New Jersey Superior Court, Bergen County
Docket No. BER-L-003841-21

ATTENTION: SANDY – OUT-OF-STATE SERVICE

As discussed, I am attaching 2 copies of a New Jersey Superior Court Complaint to be served upon defendants 1) Shanalee Ackerman and 2) Ackerman Practice Management, LLC.

The addresses for both defendants (shown on the summonses) is the same for service -

1775 York Avenue
#32A
New York, New York 10128

Each attachment contains a summons per defendant, track assignment notice, civil case information statement, and the complaint.

We would like 24 to 48 hour service for each defendant.

Please provide me with status updates as much as you can.

My contact information follows.

Thanks again.

Dom.

Domenic Marano

Paralegal

d 215.575.3805 / c 856.304.3746



One Liberty Place, 56th Floor
1650 Market Street

Philadelphia, PA 19103-7334

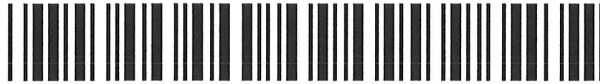
p 215.575.3800 / f 215.575.3801

braverlaw.com

EXHIBIT B

BRAVERMAN KASKEY, PC.-PA

**SUPERIOR COURT OF NJ
COUNTY OF BERGEN**



AFFIDAVIT OF ATTEMPTED SERVICE

1269987

Index no : **BER L 3841 21**
Office No: 20210616092544
N/A

Plaintiff:	TAMAR GRUENBAUM, ET AL
Defendant:	SHANALEE ACKERMAN, ET AL

STATE OF NEW YORK COUNTY OF NASSAU ss.:

I (Wilson P Pastoriza) being duly sworn deposes and says I am over the age of 18 and reside in New York State

On **06/17/2021** at **3:27 PM**, I was unable to effect service of the **SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT NOTICE, PRAYER FOR RELIEF, CERTIFICATION** on **SHANALEE ACKERMAN** at **1775 YORK AVENUE #32A, NEW YORK, NY10128** for the reason(s) indicated below:

AS PER DOORMAN NO ONE IS ALLOWED UP. REFUSED TO CALL OR CONFIRM RECIPIENT-M-W-GRAY-55-5'6-150

Sworn to and subscribed before me on
06/23/2021

Martine Pierre
Notary Public, State of New York
No. 01PI6387004
Commissioned in Nassau County
Commission Expires 2/4/2023

X

Wilson P Pastoriza
License#: 1470737
GUARANTEED SUBPOENA SERVICE, INC.
2009 MORRIS AVENUE
SUITE 101
UNION, NJ 07083
908-687-0056
Clerk: Jazmin Patino



BRAVERMAN KASKEY, PC.-PA

SUPERIOR COURT OF NJ
COUNTY OF BERGEN

AFFIDAVIT OF ATTEMPTED SERVICE

1269986

Index no : **BER L 3841 21**
Office No: 20210616091903
N/A

Plaintiff:	TAMAR GRUENBAUM, ET AL
Defendant:	SHANALEE ACKERMAN, ET AL

STATE OF NEW YORK COUNTY OF NASSAU

ss.:

I (Wilson P Pastoriza) being duly sworn deposes and says I am over the age of 18 and reside in New York State

On **06/17/2021** at **3:27 PM**, I was unable to effect service of the **SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT NOTICE, PRAYER FOR RELIEF, CERTIFICATION** on **ACKERMAN PRACTICE MANAGEMENT, C/O SHANALEE ACKERMAN** at **1775 YORK AVENUE #32A, NEW YORK, NY10128** for the reason(s) indicated below:

AS PER DOORMAN NO ONE IS ALLOWED UP. REFUSED TO CALL OR CONFIRM RECIPIENT-M-W-GRAY-55-5'6-150

Sworn to and subscribed before me on
06/23/2021

Martine Pierre
Notary Public, State of New York
No. 01PI6387004
Commissioned in Nassau County
Commission Expires 2/4/2023

X *W.P.*
Wilson P Pastoriza
License#: 1470737
GUARANTEED SUBPOENA SERVICE, INC.
2009 MORRIS AVENUE
SUITE 101
UNION, NJ 07083
908-687-0056
Clerk: Jazmin Patino



EXHIBIT C

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**AFFIDAVIT OF SERVICE BY
CERTIFIED MAIL UPON
SHANALEE ACKERMAN**

I, Domenic J. Marano, a competent adult being duly sworn according to law, depose and state that on June 21, 2021, I mailed a true and correct copy of Plaintiffs' Complaint with Jury Demand, Civil Action Summons, Civil Case Information Statement, and Track Assignment Notice ("Complaint Documents") filed in the above-captioned case by U.S. Certified Mail (Article Number 7013 1710 0000 4816 6089), return receipt requested, postage prepaid, to defendant Shanalee Ackerman ("Defendant") at her residence located at 1775 York Avenue, #32A, New York, New York 10128.

A true and correct copy of the U.S. Postal Service Form 3800, Certified Mail Receipt, date stamped with a mailing date of June 21, 2021, addressed to the Defendant, is attached hereto as **Exhibit A**.

On June 24, 2021, the U.S. Postal Service delivered the Complaint Documents upon the Defendant. A true and correct copy of the U.S. Postal Service Form 3811, Certified Mail Return Receipt Card, addressed to the Defendant, showing Defendant's signature and date of delivery of June 24, 2021 is attached hereto as **Exhibit B**.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Domenic Marano

Domenic J. Marano, Paralegal

Dated: July 9, 2021

BRAVERMAN KASKEY GARBER PC

BY: */s/ Benjamin A. Garber*

BENJAMIN A. GARBER, ESQUIRE

One Liberty Place- 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

Attorneys for Plaintiffs

EXHIBIT A

7013 1710 0000 4816 6089

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

PITNEY BOWES

02 1P
 0002755675 JUN 21 2021
 MAILED FROM ZIP CODE 19103

\$ 000.00

Certified Fee

Return Receipt Fee
 (Endorsement Required)

Restricted Delivery Fee
 (Endorsement Required)

Total Postage & Fees \$

Postmark
 Here

Sent To *Shanika Ameenman*
 Street, Apt. No.,
 or PO Box No. *1775 York Ave., #32A*
 City, State, ZIP+4 *NEW YORK, NY 10128*

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT B

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature</p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>SANALKE ACKERMAN 1775 YORK AVENUE #32A NEW YORK, NY 10128</p>		<p>B. Received by (Printed Name)</p> <p>S. Ackerman</p>	<p>C. Date of Delivery</p> <p>6/24/21</p>
<p>2. Article Number (Transfer from service label)</p> <p>7013 1710 0000 4816 6089</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery</p>		<p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>		<p>Domestic Return Receipt</p>	

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**AFFIDAVIT OF SERVICE BY
CERTIFIED MAIL UPON
ACKERMAN PRACTICE
MANAGEMENT, LLC**

I, Domenic J. Marano, a competent adult being duly sworn according to law, depose and state that on June 21, 2021, I mailed a true and correct copy of Plaintiffs' Complaint with Jury Demand, Civil Action Summons, Civil Case Information Statement, and Track Assignment Notice ("Complaint Documents") filed in the above-captioned case by U.S. Certified Mail (Article Number 7013 1710 0000 4816 6096), return receipt requested, postage prepaid, to defendant Ackerman Practice Management, LLC ("Defendant") in care of Shanalee Ackerman at Ms. Ackerman's residence located at 1775 York Avenue, #32A, New York, New York 10128.¹

¹ Ms. Ackerman is believed to be the Founder and CEO of Ackerman Practice Management, LLC.

A true and correct copy of the U.S. Postal Service Form 3800, Certified Mail Receipt, date stamped with a mailing date of June 21, 2021, addressed to the Defendant, is attached hereto as **Exhibit A**.

On June 24, 2021, the U.S. Postal Service delivered the Complaint Documents upon the Defendant. A true and correct copy of the U.S. Postal Service Form 3811, Certified Mail Return Receipt Card, addressed to the Defendant, showing Ms. Ackerman's signature and date of delivery of June 24, 2021 is attached hereto as **Exhibit B**.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Domenic Marano

Domenic J. Marano, Paralegal

Dated: July 9, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber

BENJAMIN A. GARBER, ESQUIRE

One Liberty Place- 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

Attorneys for Plaintiffs

EXHIBIT A

7013 1710 0000 4816 6096

U.S. Postal Service™
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

PITNEY BOWES

02 1P \$ 000.00
Postage ID 0002755675 JUN 21 2021
MAILED FROM ZIP CODE 19103

Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$

Postmark Here

Sent To
Acenman Practice Mgmt. LLC
Street, Apt. No.;
or P.O. Box No. Acenman, 1775 York Ave., 32A
City, State, ZIP+4
New York, NY 10128

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT B

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ackerman Practical Management
LLC
c/o Stanley Ackerman
1775 York Ave., #32A
New York, NY 10128



9590 9402 4799 8344 4720 67

2. Article Number (Transfer from service label)

7013 1710 0000 4816 6096

COMPLETE THIS SECTION ON DELIVERY

A. Signature

XC

☐ Agent☐ Addressee

B. Received by (Printed Name)

S. Ackerman

C. Date of Delivery

6/24/14

D. Is delivery address different from item 1?
If YES, enter delivery address below:☐ Yes☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

BRAVERMAN KASKEY GARBER PC
BENJAMIN A. GARBER, ESQ.
I.D. No. 011382009
One Liberty Place, 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**

Plaintiffs,

v.

**SHANALEE ACKERMAN
and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**

Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**NOTICE OF MOTION FOR ENTRY
OF DEFAULT JUDGMENT**

**TO: Shanalee Ackerman
Ackerman Practice Management LLC
c/o Shanalee Ackerman
1775 York Avenue, #32A
New York, New York 10128**

PLEASE TAKE NOTICE that the undersigned counsel for Plaintiffs, will apply to the Superior Court of New Jersey, Bergen County, 10 Main St, Hackensack, NJ 07601, New Jersey on September 10, 2021, at 9:00 a.m. or as soon thereafter as counsel can be heard, for an Order entering default judgment pursuant to R. 4:43-2(a) against defendants Shanalee Ackerman and Ackerman Practice Management, LLC.

PLEASE TAKE FURTHER NOTICE, that in support of their Motion, plaintiffs shall rely upon the Certification of Amount Due and Non-Military Service of Tamar Gruenbaum, and Certification of Benjamin A. Garber, Esquire. A proposed form of Order is submitted.

PLEASE TAKE FURTHER NOTICE that pursuant to R. 1: 6-2(d) the undersigned waives oral argument.

PLEASE TAKE FURTHER NOTICE that the relief requested may be granted unless opposition papers are timely filed and served upon counsel for plaintiffs no later than 8 days before the return date of the motion unless the court relaxes that time.

Respectfully submitted,

Dated: August 18, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE
One Liberty Place- 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
Attorneys for Plaintiffs

CERTIFICATION OF SERVICE

I hereby certify that on the date below, the within Notice of Motion, Certification of Amount Due and Non-Military Service of Tamar Gruenbaum, Certification of Benjamin A. Garber, Esquire, and proposed form of Order were filed and served by U.S. Certified Mail and U.S. First-Class Mail, postage prepaid, upon the following defendants:

Shanalee Ackerman
1775 York Avenue, #32A
New York, New York 10128

Ackerman Practice Management LLC
c/o Shanalee Ackerman
1775 York Avenue, #32A
New York, New York 10128

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Respectfully submitted,

Dated: August 18, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE
One Liberty Place- 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
Attorneys for Plaintiffs

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**

Plaintiffs,

v.

**SHANALEE ACKERMAN
and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**

Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. **BER-L-003841-21****FINAL JUDGMENT BY DEFAULT**

THIS MATTER having been presented to the Court by Braverman Kaskey Garber PC, attorneys for plaintiffs, Tamar Gruenbaum, DDS and Tamar Gruenbaum DDS, LLC d/b/a Ridgewood Valley Pediatric Dentistry, for entry of Final Judgment by Default pursuant to R. 4:43-2 against defendants Shanalee Ackerman and Ackerman Practice Management, LLC, (collectively, the “defendants”); and defendants having been served with the Summons and Complaint in this action; and defendants having failed to properly answer the Complaint or otherwise move as to the Complaint; and default having been properly entered against defendants on August 17, 2021; and defendants having been served

with a copy of the default entered against them; and the Court having considered the Certification of Amount Due and Non-Military Service of Tamar Gruenbaum and Certification of Counsel; and it further appearing that good cause has been shown for the entry of this Judgment,

It is on this ____ day of _____, 2021, ORDERED as follows:

1. JUDGMENT by default as authorized by R. 4:43-2(b) is entered in favor of plaintiffs, Tamar Gruenbaum, DDS and Tamar Gruenbaum DDS, LLC d/b/a Ridgewood Valley Pediatric Dentistry, and against defendants Shanalee Ackerman and Ackerman Practice Management, LLC, in the amount of \$360,054.91, together with pre-judgment and post-judgment interest and costs of suit.

2. A copy of this Judgment shall be served on defendants by regular mail within seven (7) days of receipt by plaintiffs' counsel in accordance with Rule 4:43-2(c).

BY THE COURT:

J.

This motion was:

OPPOSED: ____

UNOPPOSED: ____

BRAVERMAN KASKEY GARBER PC
 BENJAMIN A. GARBER, ESQ.
 I.D. No. 011382009
 One Liberty Place, 56th Floor
 1650 Market Street
 Philadelphia, Pennsylvania 19103
 Telephone: (215) 575-3800
 Facsimile: (215) 575-3801
 bgarber@braverlaw.com

Attorney for Plaintiffs

<p>TAMAR GRUENBAUM; and TAMAR GRUENBAUM DDS, LLC, d/b/a RIDGEWOOD VALLEY PEDIATRIC DENTISTRY,</p> <p style="text-align: center;"><i>Plaintiffs,</i></p> <p style="text-align: center;">v.</p> <p>SHANALEE ACKERMAN and ACKERMAN PRACTICE MANAGEMENT, LLC,</p> <p style="text-align: center;"><i>Defendants.</i></p>	<p>SUPERIOR COURT OF NEW JERSEY, LAW DIVISION BERGEN COUNTY</p> <p>Docket No. <u>BER-L-003841-21</u></p> <p>CERTIFICATION OF BENJAMIN A. GARBER, ESQUIRE PER R. 4:43-2 FOR FINAL JUDGMENT BY DEFAULT AGAINST DEFENDANTS SHANALEE ACKERMAN AND ACKERMAN PRACTICE MANAGEMENT, LLC</p>
---	--

I, Benjamin A. Garber, Esquire, counsel for plaintiffs, hereby certifies as follows:

1. I am counsel to Plaintiffs Tamar Gruenbaum, DDS (“Dr. Gruenbaum”) and Tamar Gruenbaum DDS, LLC d/b/a Ridgewood Valley Pediatric Dentistry.
2. Plaintiffs seek a Final Judgment by Default against defendants Shanalee Ackerman and Ackerman Practice Management, LLC, (collectively, the “defendants”), pursuant to R. 4:43-2.
3. The Summons and Complaint in this action were served by U.S. Certified Mail, return receipt requested, postage prepaid upon defendants on June

21, 2021, and which were delivered on June 24, 2021, as appears from the Affidavits of Service from Domenic J. Marano, paralegal, filed and docketed on July 9, 2021.

4. True and correct court-stamped copies of the Affidavits of Service upon the defendants are attached hereto as **Exhibit “1”**.¹

5. The time within which the defendants may answer or otherwise move as to the Complaint expired.

6. Defendants failed to timely answer or otherwise move as to the Complaint.

7. On July 30, 2021, plaintiffs filed a Request for Default, a true and correct court-stamped copy is attached hereto as **Exhibit “3”**.

8. Defendants were served the Request for Default by regular mail and certified mail on July 30, 2021; the certified mail was delivered on August 2, 2021. True and correct copies of service documents are attached hereto as **Exhibit “4”**.

9. Accordingly, on August 17, 2021, a default was entered against each of the defendants per R. 4:43-1.

10. Rule 4:43-2 allows a court to enter final judgment by default upon motion by the party entitled to a judgment by default. The final judgment shall not be different in kind, nor exceed the amount demanded in the pleading. A judgment by default must be entered after a default, pursuant to Rule 4:43-1.

11. “If, to enable the court to enter judgment . . . it is necessary to take an

¹ Service of the Summons and Complaint were made by U.S. Certified Mail upon the Defendants on account of Defendants’ refusal of service by hand delivery on June 17, 2021. *See* Plaintiffs’ Certification of Diligent Inquiry, filed and docketed on August 4, 2021, a true and correct court-stamped copy of which is attached hereto as **Exhibit “2”**.

account or to determine the amount of damages or to establish the truth of any allegation by evidence or to make an investigation of any other matter, the court, on its own motion . . . may conduct such proof hearings . . . as it deems appropriate.” R 4:43-2(b).

12. Plaintiffs’ Complaint asserts the following causes of action:

- Count I – Breach of Contract
- Count II – Breach of Good Faith and Fair Dealing
- Count III – Breach of Fiduciary Duty
- Count IV – Conversion
- Count V – Unjust Enrichment
- Count VI – Fraud/Fraudulent Inducement
- Count VII – Negligence

13. A copy of the Complaint is attached hereto as **Exhibit “5.”**

14. Per the Certification of Dr. Gruenbaum filed contemporaneously herewith and incorporated herein by reference, plaintiffs have sustained losses as a result of the conduct complained of in the Complaint and for which defendants are liable, which include:

- A. Loss of insurance reimbursement for dental services provided to clients from Delta Dental PPO in the amount of \$127,626 due to defendants’ direction to staff that the dental practice was in-network with Delta Dental PPO when it was not and defendants’ modification of insurance billing entries to reflect Delta Dental PPO coverage, when the entries were not covered.

- B. Loss of insurance reimbursement for dental services provided to clients from Aetna in the amount of \$18,729 due to defendants' incorrect entry of billing codes.
- C. Loss of business revenue in 2018 and 2019 totaling \$108,243 due to defendants' failures to monitor billing and to timely collect outstanding balances.
- D. Return of the payment to defendants of \$67,000 paid under the Ackerman services contract that defendants breached as a result of their flawed consulting services.
- E. Professional fees paid to Five Lakes Insurance in the amount of \$7,120 due to defendants' faulty recommendation to engage them for insurance negotiation services that were not actually furnished or of no benefit, despite knowledge of their incompetence.
- F. Professional fees paid to Integrate Ideas in the amount of \$7,188 due to defendants' faulty recommendation to engage them for marketing services that were not actually furnished or of no benefit, despite knowledge of their incompetence.
- G. Professional fees paid to Soft Fusion IT in the amount of \$3,612.23 due to defendants' faulty recommendation to engage them for IT services that were not actually furnished or of no benefit, despite knowledge of their incompetence.

H. Temporary agency fees paid in the amount of \$18,036.68 for employees hired to fix the mistakes caused by defendants.

I. Professional fees paid to O'Brien Creative Group in the amount of \$2,500 for IT services necessary to repair the faulty website designed by defendants.

15. The total of plaintiffs' losses, which are continuing in nature, as calculated for present purposes, is \$360,054.91.

16. Pursuant to Rule 4:42-11(a)(iii), the post-judgment annual rate of interest for judgments exceeding the monetary limit of the Special Civil Part at the time of entry for calendar year 2021 (commencing January 1, 2021) is 3.50%.

17. Pursuant to R. 4:42-11(b), pre-judgment interest rates in tort actions after January 1, 1988, are the same as the post-judgment interest rates.

18. "Barring unusual circumstances, an award of prejudgment interest for breach of contract cases should be made in accordance with New Jersey Court Rule 4:42-11." *Corestar Int'l PTE. Ltd v. LPB Communs., Inc.*, 2007 U.S. Dist. LEXIS 75324, *11, 2007 WL 2990896.

19. Against the foregoing, plaintiffs request that the Court enter the proposed order submitted herewith entering final judgment by default in favor of plaintiffs and against the defendants, jointly and severally, in the principal amount of \$360,054.91 plus pre and post judgment interest, and costs of suit.

Respectfully submitted,

Dated: August 18, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE
One Liberty Place, 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
Attorneys for Plaintiffs

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**

Plaintiffs,

v.

**SHANALEE ACKERMAN
and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**

Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

CERTIFICATION OF SERVICE

I hereby certify that on the date below, the within Notice of Motion, Certification of Amount Due and Non-Military Service of Tamar Gruenbaum, Certification of Benjamin A. Garber, Esquire, and proposed form of Order were filed and served by U.S. Certified Mail and U.S. First-Class Mail, postage prepaid, upon the following defendants:

Shanalee Ackerman
1775 York Avenue, #32A
New York, New York 10128

Ackerman Practice Management LLC
c/o Shanalee Ackerman
1775 York Avenue, #32A
New York, New York 10128

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Respectfully submitted,

Dated: August 18, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE
One Liberty Place- 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
Attorneys for Plaintiffs

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**

Plaintiffs,

v.

**SHANALEE ACKERMAN
and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**

Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. **BER-L-003841-21**

**CERTIFICATION OF AMOUNT
DUE AND NON-MILITARY
SERVICE**

TAMAR GRUENBAUM, of full age, hereby certifies and says:

1. I am a plaintiff in the above-captioned action and am the sole member of plaintiff Tamar Gruenbaum DDS, LLC d/b/a Ridgewood Valley Pediatric Dentistry. I have personal knowledge of the facts set forth herein and I am authorized to make this Certification in support of plaintiffs' application for entry of a default judgment against defendants Shanalee Ackerman and Ackerman Practice Management, LLC, (collectively, the "defendants"), in the amount of **\$360,054.91**.

2. I am the owner of a local pediatric dental practice, Tamar Gruenbaum DDS, LLC d/b/a Ridgewood Valley Pediatric Dentistry.

3. Defendants were engaged for purposes of providing management and consulting related services.

4. Among other things, defendants agreed to provide expert guidance on a variety of issues including practice finances and marketing, team structure, clinical protocols, business decisions and protocols, insurance billing and practices, and case acceptance systems.

5. However, defendants' services were utterly deficient, as set forth in the allegations of the Complaint incorporated herein by reference.

6. Plaintiffs have sustained losses as a result of the conduct complained of in the Complaint and for which defendants are liable, which include:

A. Loss of insurance reimbursement for dental services provided to clients from Delta Dental PPO in the amount of \$127,626 due to defendants' direction to staff that the dental practice was in-network with Delta Dental PPO when it was not and defendants' modification of insurance billing entries to reflect Delta Dental PPO coverage, when the entries were not covered.

B. Loss of insurance reimbursement for dental services provided to clients from Aetna in the amount of \$18,729 due to defendants' incorrect entry of billing codes.

C. Loss of business revenue in 2018 and 2019 totaling \$108,243 due to defendants' failures to monitor billing and to timely collect outstanding balances.

- D. Return of the payment to defendants of \$67,000 paid under the Ackerman services contract that defendants breached as a result of their flawed consulting services.
 - E. Professional fees paid to Five Lakes Insurance in the amount of \$7,120 due to defendants' faulty recommendation to engage them for insurance negotiation services that were not actually furnished or of no benefit, despite knowledge of their incompetence.
 - F. Professional fees paid to Integrate Ideas in the amount of \$7,188 due to defendants' faulty recommendation to engage them for marketing services that were not actually furnished or of no benefit, despite knowledge of their incompetence.
 - G. Professional fees paid to Soft Fusion IT in the amount of \$3,612.23 due to defendants' faulty recommendation to engage them for IT services that were not actually furnished or of no benefit, despite knowledge of their incompetence.
 - H. Temporary agency fees paid in the amount of \$18,036.68 for employees hired to fix the mistakes caused by defendants.
 - I. Professional fees paid to O'Brien Creative Group in the amount of \$2,500 for IT services necessary to repair the faulty website designed by defendants.
7. The total of plaintiffs' losses, which are continuing in nature, as calculated for present purposes, is **\$360,054.91**.

8. This claim is not based directly or indirectly upon sale of a chattel wherein the chattel has been repossessed peaceably or by legal process.

9. The Defendants named herein are not an infant or incompetent person.

10. Defendant Shanalee Ackerman is not in the military service of the United States or its allies.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



TAMAR GRUENBAUM

EXHIBIT 1

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**AFFIDAVIT OF SERVICE BY
CERTIFIED MAIL UPON
SHANALEE ACKERMAN**

I, Domenic J. Marano, a competent adult being duly sworn according to law, depose and state that on June 21, 2021, I mailed a true and correct copy of Plaintiffs' Complaint with Jury Demand, Civil Action Summons, Civil Case Information Statement, and Track Assignment Notice ("Complaint Documents") filed in the above-captioned case by U.S. Certified Mail (Article Number 7013 1710 0000 4816 6089), return receipt requested, postage prepaid, to defendant Shanalee Ackerman ("Defendant") at her residence located at 1775 York Avenue, #32A, New York, New York 10128.

A true and correct copy of the U.S. Postal Service Form 3800, Certified Mail Receipt, date stamped with a mailing date of June 21, 2021, addressed to the Defendant, is attached hereto as **Exhibit A**.

On June 24, 2021, the U.S. Postal Service delivered the Complaint Documents upon the Defendant. A true and correct copy of the U.S. Postal Service Form 3811, Certified Mail Return Receipt Card, addressed to the Defendant, showing Defendant's signature and date of delivery of June 24, 2021 is attached hereto as **Exhibit B**.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Domenic Marano

Domenic J. Marano, Paralegal

Dated: July 9, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber

BENJAMIN A. GARBER, ESQUIRE

One Liberty Place- 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

Attorneys for Plaintiffs

EXHIBIT A

7013 1710 0000 4816 6089

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

PITNEY BOWES

02 1P
 0002755675 JUN 21 2021
 MAILED FROM ZIP CODE 19103

\$ 000.00

Certified Fee

Return Receipt Fee
 (Endorsement Required)

Restricted Delivery Fee
 (Endorsement Required)


Total Postage & Fees \$

Postmark
 Here

Sent To Shanikka Ameenman
 Street, Apt. No.,
 or PO Box No. 1775 York Ave., #32A
 City, State, ZIP+4 NEW YORK, NY 10128

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT B

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>X </p>	
<p>1. Article Addressed to:</p> <p>SANALKE ACKERMAN 1775 YORK AVENUE #32A NEW YORK, NY 10128</p>		<p>B. Received by (Printed Name)</p> <p>S. Ackerman</p>	<p>C. Date of Delivery</p> <p>6/24/21</p>
<p>2. Article Number (Transfer from service label)</p> <p>7013 1710 0000 4816 6089</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>9590 9402 4799 8344 4720 74</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>		<p>Domestic Return Receipt</p>	

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**AFFIDAVIT OF SERVICE BY
CERTIFIED MAIL UPON
ACKERMAN PRACTICE
MANAGEMENT, LLC**

I, Domenic J. Marano, a competent adult being duly sworn according to law, depose and state that on June 21, 2021, I mailed a true and correct copy of Plaintiffs' Complaint with Jury Demand, Civil Action Summons, Civil Case Information Statement, and Track Assignment Notice ("Complaint Documents") filed in the above-captioned case by U.S. Certified Mail (Article Number 7013 1710 0000 4816 6096), return receipt requested, postage prepaid, to defendant Ackerman Practice Management, LLC ("Defendant") in care of Shanalee Ackerman at Ms. Ackerman's residence located at 1775 York Avenue, #32A, New York, New York 10128.¹

¹ Ms. Ackerman is believed to be the Founder and CEO of Ackerman Practice Management, LLC.

EXHIBIT A

7013 1710 0000 4816 6096

U.S. Postal Service™
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

PITNEY BOWES

02 1P \$ 000.00
 Postage ID 0002755675 JUN 21 2021
 MAILED FROM ZIP CODE 19103

Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees \$

Postmark Here

Sent To
 Ackerman Practice Mgmt. LLC
 Street, Apt. No.;
 or P.O. Box No. 1775 York Ave., 32A
 City, State, ZIP+4 New York, NY 10128

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT B

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ackerman Practical Management
LLC
c/o Suanalee Ackerman
1775 York Ave., #32A
New York, NY 10128



9590 9402 4799 8344 4720 67

2. Article Number (Transfer from service label)

7013 1710 0000 4816 6096

COMPLETE THIS SECTION ON DELIVERY

A. Signature

XC

☐ Agent☐ Addressee

B. Received by (Printed Name)

S. Ackerman

C. Date of Delivery

6/24/21

D. Is delivery address different from item 1?
If YES, enter delivery address below:☐ Yes☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

EXHIBIT 2

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**CERTIFICATION OF DILIGENT
INQUIRY AS TO DEFENDANTS
SHANALEE ACKERMAN AND
ACKERMAN PRACTICE
MANAGEMENT, LLC**

BENJAMIN A. GARBER, of full age, upon his Certification, says:

1. I am an attorney at law of the State of New Jersey, and a member of the law firm of Braverman Kaskey Garber P.C., attorneys for plaintiffs Tamar Gruenbaum and Tamar Gruenbaum DDS, LLC, d/b/a Ridgewood Valley Pediatric Dentistry (collectively "Plaintiffs") in the above captioned matter. I have personal knowledge of the facts contained on this Certification.

2. I make this Certification pursuant to R. 4:4-4(b)(1), as supplement to and in support of Plaintiffs' Request for Entry of Default filed on July 30, 2021, (ID#LCV20211779776).

3. On June 16, 2021, I employed the services of Guaranteed Subpoena Service, Inc. (“Guaranteed”) to personally hand deliver and serve the summons, track assignment notice, civil case information statement, and complaint (collectively “the papers”) upon defendants Shanalee Ackerman and Ackerman Practice Management, LLC (collectively “Defendants”) at their last known address at 1775 York Avenue, #32A, New York, New York 10128 (the “premises”). A true and correct copy of my firm’s request to Guaranteed is attached hereto as **Exhibit A**.

4. On June 17, 2021, Guaranteed attempted hand delivery service of the papers upon the Defendants and was unable to do so on account of the doorman to the apartment/condominium building refusing to allow Guaranteed to enter the premises, as well as not calling the Defendants to inform them of the service of the papers by Guaranteed. True and correct copies of Guaranteed’s Affidavits of Attempted Service upon the Defendants are attached hereto as **Exhibit B**.

5. Subsequently, in accordance with R. 4:4-4(b)(1), Plaintiffs served the papers upon the Defendants by U.S. Certified Mail. True and correct copies of Affidavits of Service by Certified Mail filed with the Court on July 9, 2021 are attached hereto as **Exhibit C**.

6. Accordingly, Plaintiffs request the Court to enter a default upon the Defendants as provided by the New Jersey Court Rules.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Respectfully submitted,

Dated: August 4, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE
One Liberty Place- 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
Attorneys for Plaintiffs

EXHIBIT A

From: [Domenic Marano](#)
To: ["Legal@Served.com"](mailto:Legal@Served.com)
Subject: RE: 24 TO 48 HOUR RUSH
Date: Wednesday, June 16, 2021 8:57:00 AM
Attachments: [Ackerman Complaint SERVICE COPY \(Shanalee Ackerman\) 061421.pdf](#)
[Ackerman Complaint SERVICE COPY \(Ackerman Practice Management LLC\) 061421.pdf](#)
Importance: High

June 16, 2021

Tamar Gruenbaum et al. v. Shanalee Ackerman et al.
New Jersey Superior Court, Bergen County
Docket No. BER-L-003841-21

ATTENTION: SANDY – OUT-OF-STATE SERVICE

As discussed, I am attaching 2 copies of a New Jersey Superior Court Complaint to be served upon defendants 1) Shanalee Ackerman and 2) Ackerman Practice Management, LLC.

The addresses for both defendants (shown on the summonses) is the same for service -

1775 York Avenue
#32A
New York, New York 10128

Each attachment contains a summons per defendant, track assignment notice, civil case information statement, and the complaint.

We would like 24 to 48 hour service for each defendant.

Please provide me with status updates as much as you can.

My contact information follows.

Thanks again.

Dom.

Domenic Marano

Paralegal

d 215.575.3805 / c 856.304.3746



One Liberty Place, 56th Floor
1650 Market Street

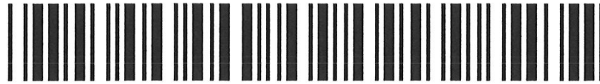
Philadelphia, PA 19103-7334

p 215.575.3800 / f 215.575.3801

braverlaw.com

EXHIBIT B

BRAVERMAN KASKEY, PC.-PA

SUPERIOR COURT OF NJ
COUNTY OF BERGEN

AFFIDAVIT OF ATTEMPTED SERVICE

1269987

Index no : **BER L 3841 21**
Office No: 20210616092544
N/A

Plaintiff:	TAMAR GRUENBAUM, ET AL
Defendant:	SHANALEE ACKERMAN, ET AL

STATE OF NEW YORK COUNTY OF NASSAU

ss.:

I (Wilson P Pastoriza) being duly sworn deposes and says I am over the age of 18 and reside in New York State

On **06/17/2021** at **3:27 PM**, I was unable to effect service of the **SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT NOTICE, PRAYER FOR RELIEF, CERTIFICATION** on **SHANALEE ACKERMAN** at **1775 YORK AVENUE #32A, NEW YORK, NY10128** for the reason(s) indicated below:

AS PER DOORMAN NO ONE IS ALLOWED UP. REFUSED TO CALL OR CONFIRM RECIPIENT-M-W-GRAY-55-5'6-150

Sworn to and subscribed before me on
06/23/2021Martine Pierre
Notary Public, State of New York
No. 01PI6387004
Commissioned in Nassau County
Commission Expires 2/4/2023

X

Wilson P Pastoriza
License#: 1470737
GUARANTEED SUBPOENA SERVICE, INC.
2009 MORRIS AVENUE
SUITE 101
UNION, NJ 07083
908-687-0056
Clerk: Jazmin Patino



BRAVERMAN KASKEY, PC.-PA

SUPERIOR COURT OF NJ
COUNTY OF BERGEN

AFFIDAVIT OF ATTEMPTED SERVICE

1269986

Index no : **BER L 3841 21**
Office No: 20210616091903
N/A

Plaintiff:	TAMAR GRUENBAUM, ET AL
Defendant:	SHANALEE ACKERMAN, ET AL

STATE OF NEW YORK COUNTY OF NASSAU

ss.:

I (Wilson P Pastoriza) being duly sworn deposes and says I am over the age of 18 and reside in New York State

On **06/17/2021** at **3:27 PM**, I was unable to effect service of the **SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT NOTICE, PRAYER FOR RELIEF, CERTIFICATION** on **ACKERMAN PRACTICE MANAGEMENT, C/O SHANALEE ACKERMAN** at **1775 YORK AVENUE #32A, NEW YORK, NY10128** for the reason(s) indicated below:

AS PER DOORMAN NO ONE IS ALLOWED UP. REFUSED TO CALL OR CONFIRM RECIPIENT-M-W-GRAY-55-5'6-150

Sworn to and subscribed before me on
06/23/2021

Martine Pierre
Notary Public, State of New York
No. 01PI6387004
Commissioned in Nassau County
Commission Expires 2/4/2023

X

Wilson P Pastoriza
License#: 1470737
GUARANTEED SUBPOENA SERVICE, INC.
2009 MORRIS AVENUE
SUITE 101
UNION, NJ 07083
908-687-0056
Clerk: Jazmin Patino



EXHIBIT C

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**AFFIDAVIT OF SERVICE BY
CERTIFIED MAIL UPON
SHANALEE ACKERMAN**

I, Domenic J. Marano, a competent adult being duly sworn according to law, depose and state that on June 21, 2021, I mailed a true and correct copy of Plaintiffs' Complaint with Jury Demand, Civil Action Summons, Civil Case Information Statement, and Track Assignment Notice ("Complaint Documents") filed in the above-captioned case by U.S. Certified Mail (Article Number 7013 1710 0000 4816 6089), return receipt requested, postage prepaid, to defendant Shanalee Ackerman ("Defendant") at her residence located at 1775 York Avenue, #32A, New York, New York 10128.

A true and correct copy of the U.S. Postal Service Form 3800, Certified Mail Receipt, date stamped with a mailing date of June 21, 2021, addressed to the Defendant, is attached hereto as **Exhibit A**.

On June 24, 2021, the U.S. Postal Service delivered the Complaint Documents upon the Defendant. A true and correct copy of the U.S. Postal Service Form 3811, Certified Mail Return Receipt Card, addressed to the Defendant, showing Defendant's signature and date of delivery of June 24, 2021 is attached hereto as **Exhibit B**.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Domenic Marano

Domenic J. Marano, Paralegal

Dated: July 9, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber

BENJAMIN A. GARBER, ESQUIRE

One Liberty Place- 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

Attorneys for Plaintiffs

EXHIBIT A

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

02 1P
0002755675
MAILED FROM ZIP CODE 19103

PITNEY BOWES
\$ 000.00

JUN 21 2021

Postage

Certified Fee

Return Receipt Fee
 (Endorsement Required)

Restricted Delivery Fee
 (Endorsement Required)

Total Postage & Fees \$


Postmark
 Here

Sent To Shanika Ameenman
 Street, Apt. No.,
 or PO Box No. 1775 York Ave., #32A
 City, State, ZIP+4 New York, NY 10128

PS Form 3800, August 2006 See Reverse for Instructions

7013 1710 0000 4816 6089

EXHIBIT B

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>X </p>	
<p>1. Article Addressed to:</p> <p>SANALKE ACKERMAN 1775 YORK AVENUE #32A NEW YORK, NY 10128</p>		<p>B. Received by (Printed Name)</p> <p>S. Ackerman</p>	<p>C. Date of Delivery</p> <p>6/24/21</p>
<p>2. Article Number (Transfer from service label)</p> <p>7013 1710 0000 4816 6089</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>9590 9402 4799 8344 4720 74</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**AFFIDAVIT OF SERVICE BY
CERTIFIED MAIL UPON
ACKERMAN PRACTICE
MANAGEMENT, LLC**

I, Domenic J. Marano, a competent adult being duly sworn according to law, depose and state that on June 21, 2021, I mailed a true and correct copy of Plaintiffs' Complaint with Jury Demand, Civil Action Summons, Civil Case Information Statement, and Track Assignment Notice ("Complaint Documents") filed in the above-captioned case by U.S. Certified Mail (Article Number 7013 1710 0000 4816 6096), return receipt requested, postage prepaid, to defendant Ackerman Practice Management, LLC ("Defendant") in care of Shanalee Ackerman at Ms. Ackerman's residence located at 1775 York Avenue, #32A, New York, New York 10128.¹

¹ Ms. Ackerman is believed to be the Founder and CEO of Ackerman Practice Management, LLC.

A true and correct copy of the U.S. Postal Service Form 3800, Certified Mail Receipt, date stamped with a mailing date of June 21, 2021, addressed to the Defendant, is attached hereto as **Exhibit A**.

On June 24, 2021, the U.S. Postal Service delivered the Complaint Documents upon the Defendant. A true and correct copy of the U.S. Postal Service Form 3811, Certified Mail Return Receipt Card, addressed to the Defendant, showing Ms. Ackerman's signature and date of delivery of June 24, 2021 is attached hereto as **Exhibit B**.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Domenic Marano

Domenic J. Marano, Paralegal

Dated: July 9, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber

BENJAMIN A. GARBER, ESQUIRE

One Liberty Place- 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

Attorneys for Plaintiffs

EXHIBIT A

7013 1710 0000 4816 6096

U.S. Postal Service™
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

PITNEY BOWES

02 1P \$ 000.00
Postage ID 0002755675 JUN 21 2021
MAILED FROM ZIP CODE 19103

Certified Fee		Postmark Here
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To
Ackerman Practice Mgmt. LLC
Street, Apt. No.;
or PO Box No. 1775 York Ave., 32A
City, State, ZIP+4 New York, NY 10128

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT B


SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X </p>	
<p>1. Article Addressed to:</p> <p><i>Ackerman Practical Management LLC</i> <i>c/o Susan Ackerman</i> <i>1775 York Ave., #32A</i> <i>NEW YORK, NY 10128</i></p>		<p>B. Received by (Printed Name)</p> <p><i>S. Ackerman</i></p>	<p>C. Date of Delivery</p> <p><i>6/24/24</i></p>
<p>2. Article Number (Transfer from service label)</p> <p>7013 1710 0000 4816 6096</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p>		<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>		<p>Domestic Return Receipt</p>	

EXHIBIT 3

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**REQUEST FOR ENTRY OF
DEFAULT AGAINST
DEFENDANTS SHANALEE
ACKERMAN and ACKERMAN
PRACTICE MANAGEMENT, LLC**

TO: CLERK OF SUPERIOR COURT OF NEW JERSEY
Civil Division Case Management Office
Bergen County Justice Center
10 Main Street, Room 415
Hackensack, NJ 07601

Please enter a default upon defendants Shanalee Ackerman and Ackerman Practice Management, LLC (collectively, the “defendants”) for failure to plead or otherwise defend as provided by the New Jersey Court Rules. A Certification in Support of Default is attached hereto.

Respectfully submitted,

Dated: July 30, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE

One Liberty Place- 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
Attorneys for Plaintiffs

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**CERTIFICATION OF BENJAMIN A.
GARBER, ESQUIRE IN SUPPORT
OF DEFAULT AGAINST
DEFENDANTS SHANALEE
ACKERMAN and ACKERMAN
PRACTICE MANAGEMENT, LLC**

BENJAMIN A. GARBER, of full age, being duly sworn hereby certifies as follows:

1. I am an attorney at law in the State of New Jersey and a member of the law firm of Braverman Kaskey Garber, P.C.
2. I am familiar with the facts and circumstances of the within action.
3. The Summons and Complaint in this action were served upon defendants Shanalee Ackerman and Ackerman Practice Management, LLC (collectively, the “defendants”) on June 24, 2021, as appears from the Affidavits of Service by U.S. Certified Mail filed and docketed on July 9, 2021. True and correct

court-stamped copies of the Affidavits of Service upon the defendants are attached hereto as **Exhibit A**.

4. The time within which the defendants may answer or otherwise move as to the Complaint has expired and has not been extended. Defendants have not answered or otherwise moved as to the Complaint.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Respectfully submitted,

Dated: July 30, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE
One Liberty Place- 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
Attorneys for Plaintiffs

EXHIBIT A

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**AFFIDAVIT OF SERVICE BY
CERTIFIED MAIL UPON
SHANALEE ACKERMAN**

I, Domenic J. Marano, a competent adult being duly sworn according to law, depose and state that on June 21, 2021, I mailed a true and correct copy of Plaintiffs' Complaint with Jury Demand, Civil Action Summons, Civil Case Information Statement, and Track Assignment Notice ("Complaint Documents") filed in the above-captioned case by U.S. Certified Mail (Article Number 7013 1710 0000 4816 6089), return receipt requested, postage prepaid, to defendant Shanalee Ackerman ("Defendant") at her residence located at 1775 York Avenue, #32A, New York, New York 10128.

A true and correct copy of the U.S. Postal Service Form 3800, Certified Mail Receipt, date stamped with a mailing date of June 21, 2021, addressed to the Defendant, is attached hereto as **Exhibit A**.

On June 24, 2021, the U.S. Postal Service delivered the Complaint Documents upon the Defendant. A true and correct copy of the U.S. Postal Service Form 3811, Certified Mail Return Receipt Card, addressed to the Defendant, showing Defendant's signature and date of delivery of June 24, 2021 is attached hereto as **Exhibit B**.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Domenic Marano

Domenic J. Marano, Paralegal

Dated: July 9, 2021

BRAVERMAN KASKEY GARBER PC

BY: */s/ Benjamin A. Garber*

BENJAMIN A. GARBER, ESQUIRE

One Liberty Place- 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

Attorneys for Plaintiffs

EXHIBIT A

7013 1710 0000 4816 6089

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

PITNEY BOWES

02 1P
 0002755675 JUN 21 2021
 MAILED FROM ZIP CODE 19103

\$ 000.00

Certified Fee

Return Receipt Fee
 (Endorsement Required)

Restricted Delivery Fee
 (Endorsement Required)


Total Postage & Fees \$

Postmark
 Here

Sent To Shanika Ameenman
 Street, Apt. No.,
 or PO Box No. 1775 York Ave., #32A
 City, State, ZIP+4 NEW YORK, NY 10128

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT B

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>X </p>	
<p>1. Article Addressed to:</p> <p>SANALKE ACKERMAN 1775 YORK AVENUE #32A NEW YORK, NY 10128</p>		<p>B. Received by (Printed Name)</p> <p>S. Ackerman</p>	<p>C. Date of Delivery</p> <p>6/24/21</p>
<p>2. Article Number (Transfer from service label)</p> <p>7013 1710 0000 4816 6089</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>9590 9402 4799 8344 4720 74</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**AFFIDAVIT OF SERVICE BY
CERTIFIED MAIL UPON
ACKERMAN PRACTICE
MANAGEMENT, LLC**

I, Domenic J. Marano, a competent adult being duly sworn according to law, depose and state that on June 21, 2021, I mailed a true and correct copy of Plaintiffs' Complaint with Jury Demand, Civil Action Summons, Civil Case Information Statement, and Track Assignment Notice ("Complaint Documents") filed in the above-captioned case by U.S. Certified Mail (Article Number 7013 1710 0000 4816 6096), return receipt requested, postage prepaid, to defendant Ackerman Practice Management, LLC ("Defendant") in care of Shanalee Ackerman at Ms. Ackerman's residence located at 1775 York Avenue, #32A, New York, New York 10128.¹

¹ Ms. Ackerman is believed to be the Founder and CEO of Ackerman Practice Management, LLC.

A true and correct copy of the U.S. Postal Service Form 3800, Certified Mail Receipt, date stamped with a mailing date of June 21, 2021, addressed to the Defendant, is attached hereto as **Exhibit A**.

On June 24, 2021, the U.S. Postal Service delivered the Complaint Documents upon the Defendant. A true and correct copy of the U.S. Postal Service Form 3811, Certified Mail Return Receipt Card, addressed to the Defendant, showing Ms. Ackerman's signature and date of delivery of June 24, 2021 is attached hereto as **Exhibit B**.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Domenic Marano

Domenic J. Marano, Paralegal

Dated: July 9, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber

BENJAMIN A. GARBER, ESQUIRE

One Liberty Place- 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

Attorneys for Plaintiffs

EXHIBIT A

7013 1710 0000 4816 6096

U.S. Postal Service™
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

PITNEY BOWES

02 1P **\$ 000.00**
 Postage ID 0002755675 JUN 21 2021
 MAILED FROM ZIP CODE 19103

Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees \$

Postmark Here

Sent To
 Ackerman Practice Mgmt. LLC
 Street, Apt. No.;
 or P.O. Box No. 1775 York Ave., 32A
 City, State, ZIP+4 New York, NY 10128

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT B

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ackerman Practical Management
LLC
c/o Samuel Ackerman
1775 York Ave., #32A
New York, NY 10128



9590 9402 4799 8344 4720 67

2. Article Number (Transfer from service label)

7013 1710 0000 4816 6096

COMPLETE THIS SECTION ON DELIVERY

A. Signature

XC

☐ Agent☐ Addressee

B. Received by (Printed Name)

S. Ackerman

C. Date of Delivery

6/24/24

D. Is delivery address different from item 1?
If YES, enter delivery address below:☐ Yes☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**CERTIFICATION OF
NON-MILITARY SERVICE**

BENJAMIN A. GARBER, of full age, being duly sworn hereby certifies as follows:

1. I am an attorney at law in the State of New Jersey and a member of the law firm of Braverman Kaskey Garber, P.C.
2. I am familiar with the facts and circumstances of the within action.
3. To the best of my knowledge, information and belief, defendants Shanalee Ackerman and Ackerman Practice Management, LLC (collectively, the “defendants”) are not in the military service of the United States.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Respectfully submitted,

Dated: July 30, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE
One Liberty Place- 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
Attorneys for Plaintiffs

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
 TAMAR GRUENBAUM DDS, LLC,
 d/b/a RIDGEWOOD VALLEY
 PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
 ACKERMAN PRACTICE
 MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
 JERSEY, LAW DIVISION
 BERGEN COUNTY**

Docket No. BER-L-003841-21

PROOF OF MAILING

I hereby certify that on the 30th day of July, 2021, a true and correct copy of the foregoing Request for Entry of Default was electronically filed with the Clerk of the Court, is available for viewing and downloading from the Court's electronic filing system (eCourts System-Civil Part), and will be served by U.S. Certified Mail and U.S. First-Class, postage prepaid upon the following:

Shanalee Ackerman
 1775 York Avenue
 #32A
 New York, New York 10128

Ackerman Practice Management LLC
 c/o Shanalee Ackerman
 1775 York Avenue
 #32A
 New York, New York 10128

EXHIBIT 4

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 70182290000091964994

Remove X

Your item was delivered to an individual at the address at 4:38 pm on August 2, 2021 in NEW YORK, NY 10128.

✓ Delivered, Left with Individual

August 2, 2021 at 4:38 pm
NEW YORK, NY 10128

Get Updates ▾

Text & Email Updates

Tracking History

August 2, 2021, 4:38 pm

Delivered, Left with Individual
NEW YORK, NY 10128

Your item was delivered to an individual at the address at 4:38 pm on August 2, 2021 in NEW YORK, NY 10128.

August 1, 2021, 2:07 am

Departed USPS Regional Facility
NEW YORK NY DISTRIBUTION CENTER

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

02 1P **\$ 000.00**
0002755675 **JUL 30 2021**
MAILED FROM ZIP CODE 19103

Extra Services & Restrictions (see reverse for details):

<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	

Postage

Total Postage

Sent To: Shanalee Ackerman
1775 York Avenue
#32A
New York, New York 10128

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

USPS Tracking®

[FAQs >](#)
[Track Another Package +](#)
Tracking Number: 70182290000091965007

[Remove X](#)

Your item was delivered to an individual at the address at 4:40 pm on August 2, 2021 in NEW YORK, NY 10128.

 **Delivered, Left with Individual**

August 2, 2021 at 4:40 pm
NEW YORK, NY 10128

Get Updates 

Text & Email Updates

Tracking History

August 2, 2021, 4:40 pm

Delivered, Left with Individual
NEW YORK, NY 10128

Your item was delivered to an individual at the address at 4:40 pm on August 2, 2021 in NEW YORK, NY 10128.

August 1, 2021, 2:07 am

Departed USPS Regional Facility
NEW YORK NY DISTRIBUTION CENTER

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

02 1P **\$ 000.00**
0002755675 **JUL 30 2021**
MAILED FROM **ZIP CODE 19103**

Extra Services & Fees (check box and add dollar amount)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage

Total Postage \$

Sent To Ackerman Practice Management LL
c/o Shanalee Ackerman
1775 York Avenue
#32A
New York, New York 10128

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

EXHIBIT 5

SUMMONSAttorney(s) Benjamin A. Garber, Esq. / ID#011382009Office Address Braverman Kaskey Garber PCTown, State, Zip Code One Liberty Place, 56th FloorPhiladelphia, PA 19103Telephone Number 215-575-3800Attorney(s) for Plaintiff Tamar Gruenbaum et alTamar Gruenbaum and Tamar Gruenbaum DDS, LLCd/b/a Ridgewood Valley Pediatric Dentistry,Plaintiff(s)

vs.

Shanalee Ackerman andAckerman Practice Management, LLCDefendant(s)**Superior Court of
New Jersey**Bergen CountyLaw Division

Docket No: _____

**CIVIL ACTION
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.

/s/ Michelle M. Smith

Clerk of the Superior Court

DATED: June 14, 2021Name of Defendant to Be Served: Shanalee AckermanAddress of Defendant to Be Served: 1775 York Ave., #32A, New York, NY 10128

SUMMONSAttorney(s) Benjamin A. Garber, Esq. / ID#011382009Office Address Braverman Kaskey Garber PCTown, State, Zip Code One Liberty Place, 56th FloorPhiladelphia, PA 19103Telephone Number 215-575-3800Attorney(s) for Plaintiff Tamar Gruenbaum et alTamar Gruenbaum and Tamar Gruenbaum DDS, LLCd/b/a Ridgewood Valley Pediatric Dentistry,Plaintiff(s)

vs.

Shanalee Ackerman andAckerman Practice Management, LLCDefendant(s)**Superior Court of
New Jersey**Bergen CountyLaw Division

Docket No: _____

**CIVIL ACTION
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.

/s/ Michelle M. Smith

Clerk of the Superior Court

DATED: June 14, 2021Name of Defendant to Be Served: Ackerman Practice Management LLC c/o Shanalee AckermanAddress of Defendant to Be Served: 1775 York Ave., #32A, New York, NY 10128

Civil Case Information Statement

Case Details: BERGEN | Civil Part Docket# L-003841-21

Case Caption: GRUENBAUM TAMAR VS ACKERMAN SHANALEE
Case Initiation Date: 06/14/2021
Attorney Name: BENJAMIN ALEX GARBER
Firm Name: BRAVERMAN KASKEY PC
Address: 1650 MARKET STREET 56TH FL ONE LIBERTY PLACE
 PHILADELPHIA PA 191037334
Phone: 2155753800
Name of Party: PLAINTIFF : Gruenbaum, Tamar
Name of Defendant's Primary Insurance Company
 (if known): Unknown

Case Type: CONTRACT/COMMERCIAL TRANSACTION
Document Type: NJ eCourts Case Initiation Confirmation
Jury Demand: YES - 12 JURORS
Is this a professional malpractice case? NO
Related cases pending: NO
If yes, list docket numbers:
Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO
Are sexual abuse claims alleged by: Tamar Gruenbaum? NO
Are sexual abuse claims alleged by: Tamar Gruenbaum DDS, LLC? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Business

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

06/14/2021
 Dated

/s/ BENJAMIN ALEX GARBER
 Signed

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,
385 S Maple Ave, #107
Glen Rock, NJ 07452**

Plaintiffs,

v.

**SHANALEE ACKERMAN
1775 York Avenue, #32A
New York, NY 10128; and**

**ACKERMAN PRACTICE
MANAGEMENT, LLC,
13867 Jeremiah Road
Jacksonville, FL 32224,**

Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. _____

**COMPLAINT AND JURY DEMAND
DESIGNATION OF TRIAL
COUNSEL, AND CERTIFICATIONS
UNDER RULES 1:38-7(b) and 4:5-1**

Plaintiffs Tamar Gruenbaum, DDS (“Dr. Gruenbaum”) and Tamar Gruenbaum DDS, LLC d/b/a Ridgewood Valley Pediatric Dentistry (the “Practice”), by and through their undersigned counsel, brings this Complaint against defendants Shanalee Ackerman (“Ackerman”) and Ackerman Practice Management, LLC (“APM”), as follows:

PRELIMINARY STATEMENT

1. Dr. Gruenbaum is the owner of a local pediatric dental practice. This action arises from defendants' fraud, breaches of contract, and other unlawful conduct perpetrated against plaintiffs in connection with a services contract (the "Agreement"), pursuant to which, *inter alia*, defendants agreed to provide management and consulting related services to plaintiffs.

2. Specifically, pursuant to the Agreement and otherwise, defendants were required to provide expert guidance on a variety of issues including, without limitation, Practice finances and marketing, team structure, clinical protocols, business decisions and protocols, insurance billing and practices, and case acceptance systems.

3. As alleged herein, Ackerman first procured the Agreement through fraud by misrepresenting her and APM's credentials and expertise to Dr. Gruenbaum, and then failed to provide the services required under the Agreement and breached their common law obligations owed to plaintiffs.

4. Defendants' acts and omissions, as alleged herein, have, and continue to cause substantial financial harm to plaintiffs and give rise to the claims asserted herein for breach of contract, breach of fiduciary duty, fraud, conversion, and unjust enrichment, among others.

PARTIES

5. Dr. Gruenbaum is an adult individual with a business address of 385 S. Maple Avenue, #107, Glen Rock, New Jersey 07452.

6. Tamar Gruenbaum DDS, LLC, d/b/a Ridgewood Valley Pediatric Dentistry is a New Jersey limited liability company with an address of 385 S. Maple Avenue, #107, Glen Rock, New Jersey 07452.

7. Ackerman is an adult individual with an address at 1775 York Avenue, #32A, New York, New York 10128.

8. Upon information and belief, Ackerman also has an address of 104 West Oak Highway, Westminster, FL 29697.

9. APM is a Florida corporation with a registered address of 13867 Jeremiah Road, Jacksonville, FL 32224.

10. At all times material hereto, Ackerman has been a shareholder, officer, director, principal, and agent of APM.

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction over this action pursuant to N.J. Const. Art. VI § III.

12. This Court has personal jurisdiction over all of the parties, as each party resides in, conducts business in or has its principal place of business in New Jersey, and the actions described herein occurred in New Jersey.

13. Venue is appropriate in this Court pursuant to NJ Court Rules 4:3-1(a)(5) and 4:3-2(a).

FACTS

Background

14. Dr. Gruenbaum grew up in Teaneck, New Jersey and earned her D.D.S. from Columbia University College of Dental Medicine.

15. Dr. Gruenbaum completed a general practice residency at Montefiore Medical Center in Bronx, New York.

16. Dr. Gruenbaum did her post-graduate training in pediatric dentistry at Maimonides Medical Center in Brooklyn, New York, where she served as chief resident during her second year.

17. Dr. Gruenbaum is a member of the AAPD and is board certified by the American Board of Pediatric Dentistry.

18. Dr. Gruenbaum is the owner of the Practice, which provides comprehensive dental care to children from infancy through their teenage years.

19. Dr. Tamar Gruenbaum, DDS, owns dental practice Tamar Gruenbaum DDS, LLC, d/b/a Ridgewood Valley Pediatric Dentistry.

20. Ackerman holds herself out as an expert business consultant in the healthcare arena.

21. Ackerman is believed to be the Founder and CEO of APM.

22. In 2017, plaintiffs retained defendants to provide management and consulting related services.

23. As part of plaintiffs' retention of defendants' services, the parties

entered into a services contract—i.e., the Agreement.¹

Defendants' Fraud and Unlawful Conduct

24. Plaintiff retained defendants based upon Ackerman's representations touting her skills, acumen, credentials, qualifications, and abilities as an expert business consultant in the healthcare arena.

25. Ackerman also misrepresented the credentials, qualifications, and abilities of APM.

26. Ackerman represented that APM was a successful ongoing business when, in reality, it was not even registered as an active company with the State of New York during her engagement with the Practice.

27. Ackerman misrepresented to Dr. Gruenbaum her successes improving dental practices like Dr. Gruenbaum's practice.

28. The Agreement required defendants to provide services to plaintiffs in exchange for compensation.

29. Among other things, pursuant to the Agreement, defendants were required to, *inter alia*, provide plaintiffs with expert guidance on a variety of issues, including finances and marketing, team structure, clinical protocols, business decisions and protocols, insurance billing and practices, and case acceptance systems.

¹ Despite diligent inquiry, plaintiffs are not presently in possession of an executed copy of the Agreement. By letter dated May 13, 2021, plaintiffs made demand upon defendants for a copy of the same. As of the filing of this Complaint, defendants have not responded to plaintiffs' letter or demand for the Agreement.

30. Defendants, however, failed to provide the services required under the Agreement and to act in accordance with their common law obligations to plaintiffs.

31. Ackerman exceeded the scope of her engagement by botching the Practice's insurance participation and insurance billing protocols.

32. Ackerman indicated in insurance billing entries, and instructed others to also indicate, that the Practice was in-network with Delta Dental PPO.

33. Ackerman retroactively modified numerous insurance billing entries dated between February 2018 and March 2018 to reflect Delta Dental PPO coverage.

34. Ackerman knew, should have known, or recklessly ignored that the Practice's contract was with Delta Dental's Premier coverage only—not PPO.

35. Ackerman also incorrectly entered Aetna insurance billing codes.

36. Realizing her mistake and attempting to cover it up, Ackerman gained access to the Practice's billing software without authorization and deleted the entire archive.

37. As a result of her insurance and billing related indiscretions, Ackerman caused the practice to incur substantial monetary losses.

38. Ackerman was required to collaborate with Dr. Gruenbaum and guide her in decision-making pertaining to the Practice. However, Ackerman failed to do so.

39. Instead, Ackerman took actions that were beyond the scope of the Agreement and/or without Dr. Gruenbaum's authorization.

40. Ackerman duped Dr. Gruenbaum into changing the Practice's third-party vendors to those of her recommendation claiming that the Practice would gain additional value by switching to her recommended vendors.

41. Based on Ackerman's recommendations and false representations, Dr. Gruenbaum agreed to change vendors for accounting and tax services, technology services, and insurance negotiation services.

42. Ackerman recommended these vendors despite having knowledge of their incompetence.

43. Ackerman recommended these vendors for the purposes of her own financial benefit.

44. One of the most egregious examples being Ackerman's recommendation of an accounting firm, Levine & Associates LLC, whose services were deficient and have resulted in IRS scrutiny and in connection with which plaintiffs have suffered financial losses, fees, costs, expenses, and penalties.

45. Ackerman was required to engage in an appropriate level of interaction with Practice staff for training and team building purposes. Ackerman entirely failed to interact with them appropriately.

46. During onsite visits, Ackerman did not make herself available to Practice staff and instead did work for and took phone calls from other clients.

47. Ackerman also harassed and abused staff, exposing the Practice to employment related claims.

48. Ackerman exaggerated her position of authority in the Practice to third parties. This included representing herself as “Practice Manager”.

49. Ackerman illicitly gained access to confidential information of the Practice.

50. She established herself as a provider in the Practice’s insurance billing system, obtained access to business and personal credit cards and bank accounts, and obtained keys to the office and to the security camera system. Ackerman had no authority to undertake any such action.

51. Ackerman failed to appropriately monitor billing and to timely collect outstanding balances.

52. When Ackerman did set out to collect outstanding balances, her conduct was aggressive and off-putting, causing significant patient attrition.

53. Ackerman caused Dr. Gruenbaum to sign up for the review system “BirdEye” which Dr. Gruenbaum paid for only to subsequently learn that the Practice had never actually been signed up by Ackerman and instead she had been paying for the service for one of Ackerman’s other clients.

54. Because of defendants’ actions, the Practice’s performance declined substantially, revenues decreased, overhead and other costs increased, and plaintiffs incurred unnecessary financial losses.

55. Defendants failed to enhance the Practice’s business and did nothing to help market the Practice.

56. As a result of defendants' acts and omissions, plaintiffs have suffered emotional distress and substantial monetary harm, including lost profits, loss of goodwill, and out-of-pocket expenses, fees, and costs.

57. Defendants have been unjustly enriched, having received not less than approximately \$70,000 in connection with the Agreement.

COUNT I
BREACH OF CONTRACT

58. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

59. Plaintiffs and defendants are parties to a valid and enforceable contract, i.e., the Agreement.

60. Plaintiffs have performed under the Agreement.

61. By doing the things alleged herein, defendants have materially breached his Agreement.

62. As a direct, proximate, and foreseeable result of defendants' breaches of contract, plaintiffs have suffered, and will continue to suffer, substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

COUNT II
BREACH OF GOOD FAITH AND FAIR DEALING

63. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

64. By doing the things alleged herein, defendants have breached the duty of good faith and fair dealing owed to plaintiffs.

65. As a direct, proximate, and foreseeable result of defendants' breaches of good faith and fair dealing, plaintiffs have suffered, and will continue to suffer, substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

COUNT III
BREACH OF FIDUCIARY DUTY

66. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

67. Under New Jersey law, a fiduciary relationship exists when one party is under a duty to act for or give advice for the benefit of another on matters within the scope of their relationship.

68. By virtue of the parties' relationship, defendants owed fiduciary duties to the plaintiffs.

69. By doing the things alleged herein, defendants have breached their fiduciary duties of care and loyalty to plaintiffs.

70. As a direct, proximate, and foreseeable result of defendants' breaches of fiduciary duty, plaintiffs have suffered, and will continue to suffer, substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

COUNT IV
CONVERSION

71. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

72. By doing the things alleged herein, defendants converted the time, money, resources, and other assets of the plaintiffs without privilege or authorization and for their own improper purposes.

73. As a direct, proximate, and foreseeable result of defendants' conversion, plaintiffs have suffered, and will continue to suffer, substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

COUNT V
UNJUST ENRICHMENT

74. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

75. Defendants have and continue to benefit from their receipt of the benefits and other compensation paid to them by the plaintiffs.

76. Defendants' retention of said benefits constitutes unjust enrichment.

77. Accordingly, the Court should require defendants to return the benefits bestowed upon them by the plaintiffs to the plaintiffs.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

COUNT VI
FRAUD/FRAUDULENT CONCEALMENT

78. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

79. Defendants knowingly misrepresented the truth and/or concealed material facts to induce plaintiffs to act to their detriment.

80. As alleged herein, defendants misrepresented to Dr. Gruenbaum that Ackerman was a qualified, experienced, competent, and diligent professional.

81. Reasonably relying on these misrepresentations, plaintiffs retained defendants' services.

82. Reasonably relying on these misrepresentations, plaintiffs retained entered into the Agreement.

83. Additionally, defendants knowingly and intentionally concealed their misconduct from plaintiffs for purposes of preventing them from uncovering the truth of the same and continuing to reap the benefits that plaintiffs bestowed upon them.

84. As a direct, proximate, and foreseeable result of defendants' fraud and fraudulent concealment, plaintiffs have suffered, and will continue to suffer, substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

COUNT VII
NEGLIGENCE

85. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

86. Defendants owed plaintiffs a duty of care as an alleged healthcare consultant.

87. By doing the things alleged herein, defendants breached their duty of care, acted negligently, and otherwise deviated from the acceptable professional standards attendant to an alleged healthcare consultant.

88. As a direct, proximate, and foreseeable result of defendants' negligence, plaintiffs have suffered, and will continue to suffer, substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

PRAYER FOR RELIEF

WHEREFORE, plaintiffs demand judgment against defendants as follows:

- (i) compensatory and consequential damages in an amount to be determined at trial, against defendants, individually and/or jointly and severally as appropriate;
- (ii) punitive damages;
- (iii) reasonable attorney's fees and costs;
- (iv) pre- and post-judgment interest at the highest legal rate; and

- (v) for such other and further relief as the Court may deem equitable, just, and proper, including the award of costs and expenses incurred by plaintiffs in this action.

JURY DEMAND

Plaintiffs demand trial by a jury of twelve on all of the triable issues of this Complaint, pursuant to NJ Court Rules 1:8-2(b) and 4:35-1(a).

DESIGNATION OF TRIAL COUNSEL

Pursuant to NJ Court Rule 4:25-4, plaintiffs hereby designate Benjamin A. Garber, Esq. as trial counsel in this matter.

CERTIFICATIONS

The undersigned hereby certifies that the matter in controversy is not the subject of any other action pending in any Court or arbitration proceeding and no other Court action or arbitration proceeding is contemplated. There is presently pending one other action, at Docket No. C-154-19, in which one or more of the parties to this action assert matters other than the matter in controversy herein.

Other than the parties set forth in this complaint, I know of no other parties that should be made a part of this lawsuit. I recognize my continuing obligation to file and serve on all parties and the court an amended certification if there is a change in the facts stated in this original certification.

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

Respectfully submitted,

Dated: June 14, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE
One Liberty Place- 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
Attorneys for Plaintiffs

BARUCH S. GOTTESMAN, ESQ.

185-12 Union Turnpike

Fresh Meadows, NY 11366

Phone: (212) 401-6910

e-mail: bg@gottesmanlegal.com

N.J. Attorney I.D. No. 02222-2006

Counsel for Defendants

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
doing business as RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**

Plaintiffs,

~ versus ~

**SHANALEE ACKERMAN; and
ACKERMAN PRACTICE MANAGEMENT,
LLC**

Defendants.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY**

Docket No. BER-L -003841-2021

=====

**MEMORANDUM OF LAW BY DEFENDANTS
IN OPPOSITION TO
MOTION TO ENTER DEFAULT**

=====

Respectfully Submitted September 1, 2021
by Baruch S. Gottesman, Esq.

Table of Contents

I.	Introductory Statement:	3
II.	Factual and Procedural Background	3
III.	Argument:	5
a.	The Defendants were not Served	5
b.	If Service was Proper, then Default Should not be Entered Because of the Defendants’ Excusable Neglect	6
c.	If Service was Proper, then Default Should not be Entered Because of the Defendants’ Meritorious Defense	8
i.	Fraud is Not Well-Plead	
ii.	Unjust Enrichment is Not Well Plead	
iii.	The Allegations in the of the Complaint are Denied in full	
iv.	This Court has No Jurisdiction Over the Defendants	
d.	The Plaintiffs Will not be Prejudiced	10
IV.	Conclusion	11

I. INTRODUCTORY STATEMENT

The Defendants learned of the Motion for Entry Default and immediately appear now through counsel to oppose this Motion. As described in the Ackerman Certificate and explained in this Brief, the Defendants' junk service to a wrong address cannot qualify as "service" for purpose entering a Default against the Defendant.

Additionally and in the alternative, if the Honorable Court were to find that Service *was* proper, then the Honorable Court should not Enter a Default because of the Defendants' reasonable excuse and meritorious defense.

II. FACTUAL AND PROCEDURAL BACKGROUND

As described in the Ackerman Certification, the Defendants were never served. The Plaintiffs attempted service on an unauthorized address and failed to leave the papers with a person authorized to accept service on behalf of the Defendants. Certification ¶¶ 21, 22, *et passim*. The Plaintiffs then mailed the papers to the wrong address. Certification ¶¶ 9 – 11, *et passim*.

As explained in the Certification, the Defendants did not authorize anyone to accept service on behalf of themselves or the Company and they did not authorize anyone to sign the return receipt and in fact did not sign the return receipt themselves. Ackerman Certification ¶¶ 14 – 22.

Assuming for the sake of argument that service was proper, the Defendants want to explain some of the background to this case.

As alleged in the Levine Complaint filed by the Plaintiff in a parallel action (Gruenbaum v. Levine, ATL-L-3840/21 at ¶¶ 23, 25) and further explained in the

Ackerman Certification, ¶ 23, the services at issue in this Complaint were provided to the Plaintiff and her (ex-)husband. As described in the Gruenbaum v. Levine Complaint at ¶ 36, and the Ackerman Certification ¶ 24, the services provided by the Defendants became an issue in the Plaintiff's divorce proceedings that remain ongoing in New York.

Through no wrongdoing on the Defendants' part, they found themselves dragged into a contentious matrimonial action out of state across the Hudson.

This lawsuit filed.

The Defendants understood that they were not served and that if this case were to move forward, they would be served and the case would commence *after* the resolution of the matrimonial action in New York. They just become aware that a Motion for Entry of Default was filed against them and quickly appear to respectfully but emphatically oppose the entry of Default, as explained in this Memorandum.

[Remainder of Page Intentionally Left Blank]

III. ARGUMENT:

A. THE DEFENDANTS WERE NOT SERVED

If the claim is that the Plaintiffs served the Defendants pursuant to Rule 4:4-4(b)(1) then service was not valid.

The Rules provide that under limited circumstances where the Plaintiffs shows that despite diligent effort and inquiry personal service cannot be made in this state – *a condition precedent that is not alleged to have been done by the Plaintiffs, See, e.g., Sarmiento v. St. Mary’s Hospital Passaic*, 10-CIV-2042, 2012 U.S.Dist. LEXIS 95998 (D.N.J. July 10, 2012)(finding single attempt at service with skip-trace identification of new address to be insufficient diligent inquiry).– then the Plaintiffs may:

“mail[] a copy of the summons and compliant by registered or certified mail, return receipt requested, and simultaneously, by ordinary mail to: (1) a competent individual of the age of 14 or over, addressed to the individual’s dwelling house or usual place of abode; . . . (3) a corporation . . . that is subject to suit under a recognized name, addressed to a registered agent for service, or to its principal place of business or to its registered address.”

Rule 4:4-4(b)(1)(C)

Rule 4:4-3 also describes circumstances under which mailing is valid service. *But all that depends on actually mailing the Summons and Complaint to the Defendant!*

As described in the Ackerman Certificate ¶¶ 6 – 11, and Exhibit B the mail was sent to the wrong address. There is no indication that Plaintiffs used the registered address of the LLC or any other formal statement by the Defendants of their address upon which they could rely. *Contrast Melton v. Brotman Foot Care Group*, 198 A.D.2d 481 (N.Y.App.Div. 2d Dep’t 1993) a New York case which found that it was reasonable for a

Plaintiff to have served the registered address listed by the professional themselves for service of process.

No so, here. The Ackerman Certification at Exhibit A, shows that the public record listed no address in New York for the LLC. And the Certification at Exhibit C shows that the address used was not Ms. Ackerman's address either.

Simply put, service was not sent to the correct address.

B. IF SERVICE WAS PROPER, THEN DEFAULT SHOULD NOT BE ENTERED BECAUSE OF THE DEFENDANTS' EXCUSABLE NEGLIGENCE

Assuming for the sake of argument that the Service was proper, the Defendants still respectfully submit that Default should not be entered. Here's why:

The Defendants understood – perhaps misunderstood – that they were not served and that if a case was proceeding in New Jersey, it would only happen after the resolution of the underlying matrimonial action. Certification at ¶ 23-27.

The Rules Provide:

“On motion, with briefs, and upon such terms as are just, the court may relieve a party . . . from a final judgment or order for the following reasons: (a) mistake, inadvertence, surprise, or excusable neglect.”

Rule 4:50-1(a).

The Supreme Court explained that “[g]enerally, a defendant seeking to reopen a default judgment because of excusable neglect must show that the failure to answer was excusable under the circumstances and that a meritorious defense is available.” Hous. Auth. of Morristown v. Little, 135 N.J. 274, 284 (1994). The standard for opening defaults, we are told, “should be viewed with great liberality, and every reasonable ground

for indulgence is tolerated to the end that a just result is reached.” Housing Authority of Morristown, Id. at 283-84 *citing* Marder v. Realty Constr. Co., 84 N.J. Super. 313, 318-319 (App. Div. 1964).

“An application to vacate a default, pursuant to the Rule 4:43-2, is indulged with even greater liberality.” Paul Sciarra, LLC v. Freeman, Docket No. A-0559-16T1, 2017 N.J. Super. Unpub. LEXIS 359, at * 3 (App. Div. Feb. 15, 2017) *citing* U.S. Bank N.A. v. Guillaume, 209 N.J. 449 (2012).

We would go a step further and propose that if the opening of defaults are afforded liberal standards in the interest of justice, all the more so in this case where the Default as not been entered and there will be no prejudice to the Plaintiffs. There has been no Default entered, no reliance interest created, and no concern about springing a Defense on a complacent Plaintiff months or years after entry of a Default.

The excusable neglect in this case is the Defendants understanding that they were not served, and that if this case was to proceed, it would only happen after the resolution of the underlying matrimonial action. Perhaps the Defendants misunderstood, but it was reasonable for a non-lawyer from out-of-state who had no knowledge of New Jersey process to rely on their layman’s understanding that the case was on hold. Once the Defendants learned of the Motion for Entry of Default the Defendants immediately presented themselves to the Court and now oppose the entry of the Default.

Contrast this situation with the case of Akegan v. Fagans, Index. A-1477-15T3, 2017 N.J. Super. Unpub. LEXIS 2590 (App. Div. 2017). In Akegan, the Honorable Judge Wilson of this Court denied a Motion to Vacate where the Defendant was served in April 2014 and failed to come to court to vacate the default until July 2015 – more than fifteen months later.

We would propose that this case is more in line with the matter of Dori v. Shavit, Docket No. BER-L-007844-2019, where the Defendant appeared in Court six months *after* the entry of Default and *after* a motion to Enforce Litigants Rights was filed. The Defendant in Dori explained that they misunderstood whether they were represented by counsel and provided an Answer with a general denial of the allegations in the Complaint. In Dori, the Honorable Judge Wilson vacated the entry of default and restored the case to the calendar (Order in Dori v. Shavit, Docket No. BER-L-007844-2019 (Super.Ct. Bergen Co. Sept. 11, 2020)).

**C. IF SERVICE WAS PROPER, THEN DEFAULT
SHOULD NOT BE ENTERED BECAUSE OF
THE DEFENDANTS' MERITORIOUS DEFENSE**

If Granted Leave, the Defendants will move to Dismiss and otherwise put forth a Meritorious Defense.

This is not the place for the Defendants to argue their Motion to Dismiss, and as proposed in the Defendants' Proposed Order, they will move to Dismiss within seven (7) days of the entry of an Order denying the Motion to Enter Default.

That said, generally speaking and without prejudice to further and other arguments that the Defendants will put forth in full in their Memorandum of Support of their Motion to Dismiss; the causes of action for equitable relief (Unjust Enrichment) and the causes of action for Fraud and Conversion must be dismissed with prejudice. The other claims are all denied in full.

i. Fraud (Count VI) is Not Well Plead

Rule 4:5-8(a) requires that: “in all allegations of misrepresentation, fraud . . . particulars of the wrong, with dates and items if necessary, shall be stated insofar as practicable.”

In their Complaint, the Plaintiffs make only the vaguest allegations about Ackerman’s supposed “misrepresentations” about his credentials, qualifications, and abilities (Complaint ¶¶ 24-25). There are no allegations about what, when, where and how the allegedly false statements were made, nor what those false statements were. There is no allegation in the Complaint of anything that rises above the level of “‘puffery’ or ‘vague and ill-defined opinions’ [which are] not assurances of fact and thus do not constitute misrepresentations.” Alexander v. CIGNA Corp., 991 F Supp 427, 435 (D.N.J. 1997) *affirmed* 172 F.3d 859 (3d Cir. 1998). Alexander also cites the case of VT Investors v. R & D Funding Corp., 733 F.Supp. 823, 838 (D.N.J. 1990) where statements of specific financial goals were found to be non-actionable “puffery”.

As will be fully argued in the Motion to Dismiss, the Cause of Action for Fraud poisons the well without any factual basis and without even an attempt to fulfill the heightened pleading requirements for such damning allegations. It is a breach of contract claim dressed up as “fraud” and must be dismissed with prejudice.

ii. Unjust Enrichment (Count V) is Not Well Plead

Unjust enrichment is plainly inapplicable here because there is an adequate remedy at law. *See, e.g., Bender, Inc. v. Jos. L. Muscarelle, Inc.*, 304 N.J. Super. 282, 285 (App.Div. 1997) citing Callano v Oakwood Park Homes Corp., 91 N.J. Super 105 (App.Div. 1966)(“Recovery on the theory of quasi-contract was developed under the law to provide a remedy where none existed.”).

In this case, the Plaintiffs alleged causes of action for breach of contract and other legal claims. Unjust Enrichment cannot lie and the Defendants respectfully submit the claim of Unjust Enrichment cannot be proceed because it duplicates the legal claims. Therefore the claim for Unjust Enrichment must be dismissed with prejudice.

iii. The Substantive Claims of the Complaint are Denied

The Defendants deny the substantive claims of the Complaint (Ackerman Certification at ¶ 28).

iv. The Court has no Jurisdiction over the Defendants

The Defendants were not served. The Court has no personal jurisdiction over the Defendants, and New Jersey courts have no jurisdiction over the Defendants.

D. THE PLAINTIFFS WILL NOT BE PREJUDICED

The cases described above address Defendants who appear and seek to re-open Defaults months – years, in many situations described in the caselaw – after the Formal Entry of Default and Entry of Judgment.

Not so, here.

The Defendants thought they were not served and awaited the outcome of the matrimonial action. They were unable to obtain information about the proceedings taking place out-of-state (from their perspective) and are alleged to have erroneously failed to respond. The Motion to Enter Default was a wake-up call for the Defendants to obtain local New Jersey representation, which they have now done. But the short delay, which caused no prejudice to the Plaintiffs, should not be a death sentence for the Defendants' defense.

IV. CONCLUSION

For the reasons described above, the Defendants respectfully submit that no Entry of Default should be made and the case restored to the Trial Calendar. A proposed Order is submitted contemporaneously with the filing of this Motion.

DATED: **SEPTEMBER 1, 2021**

RESPECTFULLY SUBMITTED,

By:



BARUCH S. GOTTESMAN, ESQ.
New Jersey Attorney I.D. No. 02222-2006
185-12 Union Turnpike
Fresh Meadows, NY 11366*
Phone: (212) 401-6910
e-mail: bg@gottesmanlegal.com
Attorney for Defendants

TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
doing business as **RIDGEWOOD VALLEY**
PEDIATRIC DENTISTRY,

Plaintiffs,

~ *versus* ~

SHANALEE ACKERMAN; and
ACKERMAN PRACTICE MANAGEMENT,
LLC

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

Docket No. BER-L -003841-2021

[PROPOSED ALTERNATIVE]
ORDER

THIS MATTER having been opened to the Court by the Braverman, Kaskey, Garber P.C., counsel for the Plaintiffs **TAMAR GRUENBAUM;** and **TAMAR GRUENBAUM DDS, LLC, *doing business as* RIDGEWOOD VALLEY PEDIATRIC DENTISTRY** for entry of a Final Judgment by Default pursuant to R. 4:43-2 against Defendants **SHANALEE ACKERMAN;** and **ACKERMAN PRACTICE MANAGEMENT, LLC,** and the Court having considered the submissions by the Parties,

It is on this ____th day of September 2021, **ORDERED** as follows:

1. The Application for Entry of Default is Denied.
2. A copy of this Order shall be served on the Defendants within seven (7) days of entry and receipt by the Plaintiffs through NJ eCourts.

_____, J.S.C.

The Motion was Opposed

TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
doing business as **RIDGEWOOD VALLEY**
PEDIATRIC DENTISTRY,

Plaintiffs,

~ versus ~

SHANALEE ACKERMAN; and
ACKERMAN PRACTICE MANAGEMENT,
LLC

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

Docket No. BER-L -003841-2021

CERTIFICATION

STATE OF)
) ss.
COUNTY OF)

A. INTRODUCTION

1. My name is Shanalee Ackerman, and I am a natural person above the age of 18 and named in this action as a Defendant.

2. In addition to being the named individual Defendant in this action, I am also the Registered Agent of the LLC that is also named as a Defendant.

3. I Certify that the following statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to punishment.

4. I respectfully submit this Affidavit in Opposition to the Plaintiffs' Motion for Entry of Default.



5. To the extent appropriate and if the Court so orders, I am ready to personally testify at a Proof Hearing about the circumstances of this case and why the Motion to Enter a Default should not be entered.

B. NO DEFENDANT HAS BEEN SERVED

6. Ackerman Practice Management, LLC is a limited liability company organized and existing under Florida law. It has no offices in New Jersey or New York.

7. 1775 York Avenue, Suite #32A is not the address of the Registered Agent as alleged in the Affidavit of Service.

8. The most recent Annual Report for Ackerman Practice Management, LLC shows that the address of the LLC is at Florida. A true copy of the June 2, 2021 filing with the Florida Department of State is annexed as Exhibit A.

9. I am informed that the Plaintiffs alleged they served and mailed Ackerman Practice Management, LLC, at 1775 York Avenue, Suite #32A, New York, New York.

10. 1775 York Avenue, Suite #32A, New York, NY is not my address

11. Annexed as Exhibit B is a copy of just one example showing that my address – this is a redacted copy of a current utility bill. If so requested, I can provide the Court whatever supplementary evidence it may need at the Hearing on Proof about this issue. Simply put: I don't live at 1775 York Avenue, Suite #32A, New York New York and did not leave at that address when I was supposedly served and sent mail.



12. With the entry of an appropriate Order of Confidentiality, I can share with the Court a copy of my lease confirming that I do not live at the supposed address where service and mailing was sent.

13. In addition, I am informed that the papers submitted by the Plaintiffs include a return receipt dated June 24, 2021.

14. I did not sign that return receipt.

15. I was not in New York City on June 24, 2021.

16. Annexed as Exhibit C is an AirBNB confirmation of a trip to New England that I took which included June 24, 2021. With the entry of an appropriate Order of Confidentiality, I can share with the Court my credit card records showing purchases made in person in New England on June 23 – June 27, 2021.

17. Simply put I did not sign the return receipts.

18. It would appear, although admittedly this is speculation based on information and belief, that as a courtesy, the doorman at the 1775 building may have without authority taken on herself or himself to sign the return receipts.

19. But for the avoidance of doubt: the mail and deliveries were not sent to my address.

20. I did not sign the return receipts.

21. And at no time did I authorize the building doorman to accept service on my behalf or on behalf of Ackerman Practice Management LLC.

22. At no time did I authorize the building doorman to sign a return receipt on behalf of myself or on behalf of Ackerman Practice Management LLC.



C. CONTEXT OF THIS LAWSUIT

23. In addition, I understood that this case here in New Jersey, arises from the proceedings in an ongoing matrimonial action between the Plaintiff and her (ex-)husband in New York.

24. I had heard rumors about the lawsuit but understood that any action – including any supposed lawsuit against me and my LLC – was Stayed while the matrimonial action was pending with an eye to resolving this out of court or the case being mooted by the outcome of the matrimonial action.

25. I am not a lawyer and had no independent basis for me to find out how this case was proceeding and until I obtained New Jersey counsel, I was unaware that I was supposedly in “Default” and had no idea that the Plaintiffs claim to have served me with the papers.

26. I hope the Court will understand that it has always been my intention that if a lawsuit was filed against me, I would defend it in good faith.

27. If the service was valid, then my failure to respond earlier was based on my understanding that I was not served and that separately, the case was Stayed pending the outcome of the matrimonial action.

28. In addition, the allegations in the Complaint about my alleged wrongdoing are entirely untrue and I deny them completely.

29. Thank you for your consideration of this Certification and with my lawyer’s Memorandum of Law in Opposition to the Motion for Entry of a Default, I respectfully ask that the Court not enter a default and provide me the opportunity to respond to the Complaint.



30. I remain available if the Court would want further information in any Proof Hearing on the issues raised in this Motion.


DATED: **SEPTEMBER 1, 2021**

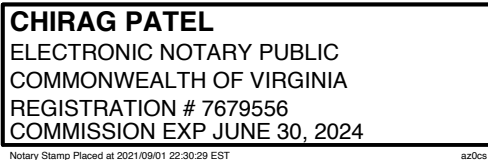
RESPECTFULLY SUBMITTED,

By:


SHANALEE ACKERMAN

Signed and sworn before me this
1st day of September, 2021





Document Notarized using a Live Audio-Video Connection



2021 FLORIDA LIMITED LIABILITY COMPANY REINSTATEMENT

DOCUMENT# L16000110617

Entity Name: ACKERMAN PRACTICE MANAGEMENT, LLC

Current Principal Place of Business:

13867 JEREMIAH ROAD
JACKSONVILLE, FL 32224

Current Mailing Address:

13867 JEREMIAH ROAD
JACKSONVILLE, FL 32224 US

FEI Number: 81-3364623

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ACKERMAN, SHANALEE
13867 JEREMIAH ROAD
JACKSONVILLE, FL 32224 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: SHANALEE ACKERMAN

06/02/2021

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title AMBR
Name ACKERMAN, SHANALEE
Address 104 WEST OAK HIGHWAY
City-State-Zip: WESTMINSTER FL 29697

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SHANALEE ACKERMAN

MEMBER

06/02/2021

Electronic Signature of Signing Authorized Person(s) Detail

Date



August 29, 2021
 Account Number:
 Security Code:
 Service At:

1775 YORK AV APT 5F
 NEW YORK NY 10128-6906

Auto Pay Notice

NEWS AND INFORMATION

Have questions about your bill?

Visit us at [Spectrum.net/billing](https://spectrum.net/billing)
 Or, call us at 1-855-70-SPECTRUM (1-855-707-7328)

Summary

Service from 08/29/21 through 09/28/21
 details on following pages

Previous Balance	
Payments Received -Thank You!	
Remaining Balance	\$0.00
Spectrum TV@™	
Spectrum Internet™	
Other Charges	
Taxes, Fees and Charges	
Current Charges	
YOUR AUTO PAY WILL BE PROCESSED 09/16/21	
Total Due by Auto Pay	

Enrolled in Auto Pay: Your Auto Pay payment will be deducted on your due date.

Make your next move! We'll get your Spectrum services set up in your new home so you can get settled in faster. Manage your account with the My Spectrum App and learn about self-install options to handle your move on your terms. **Call 1-844-599-7767 or visit [Spectrum.net/easymove](https://spectrum.net/easymove).**

Are you a small business owner? Find out how Spectrum Business can help your business cut their bill in half. **Call 844-308-1622 today!**

Download the latest version of the My Spectrum App from your device's app store. The My Spectrum App makes it easier than ever to manage your Spectrum services. A hassle-free experience with one convenient place for handling all your account needs.

Thank you for choosing Spectrum.

We appreciate your prompt payment and value you as a customer.

Auto Pay Thank you for signing up for auto pay. Please note your payment may be drafted and posted to your Spectrum account the day after your transaction is scheduled to be processed by your bank.

August 29, 2021

SHANALEE ACKERNAN

Account Number:
 Service At:

1775 YORK AV APT 5F
 NEW YORK NY 10128-6906



4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652

SHANALEE ACKERNAN
 1775 YORK AVE APT 5F
 NEW YORK NY 10128-6906

Total Due by Auto Pay

SPECTRUM
 PO BOX 7186
 PASADENA CA 91109-7186



From: Holland Inn of Bar Harbor <communications@resnexus.com>
Date: April 27, 2021 at 11:22:34 AM EDT
To: erin.doherty0@gmail.com
Subject: Holland Inn of Bar Harbor - Confirmation: #85044
Reply-To: Holland Inn of Bar Harbor <info@hollandinn.com>

Tuesday, Apr 27, 2021

Dear Erin,

This letter is to confirm the reservation you have made at the Holland Inn. Here are directions check in procedures. If you have any questions at all, please call or send an email. Also if poss

FROM BANGOR, MAINE : [approximately 45 miles]

It takes about 45 minutes to an hour to get here, October through mid June or 1-1 1/2 hours [at From Interstate 95 North or South, get off at Exit 182A in Bangor, which is Interstate 395 East. Route 3 to Bar Harbor. There are a lot of signs.

At the head of the island, there will be a light and a fork in the road. Go left, following Route 3. Avenue. We are a few hundred yards down the road on the left, the large white farmhouse with

UPON ARRIVAL, please park in my lot, which is behind the inn. Walk inside the house and in tl posted, and we will come to check you in.

Your confirmation number is: #85044. We have you confirmed for:

RESERVATION INFORMATION (#85044) - ERIN DOHERTY

203 4171184
 Estimated Arrival - 3:00 PM

St. Sauveur

\$415.00

Thu, Jun 24, 2021 2 Adults \$125.00

BARUCH S. GOTTESMAN, ESQ.

185-12 Union Turnpike

Fresh Meadows, NY 11366

Phone: (212) 401-6910

e-mail: bg@gottesmanlegal.com

N.J. Attorney I.D. No. 02222-2006

Counsel for Defendants

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
doing business as RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**

Plaintiffs,

~ versus ~

**SHANALEE ACKERMAN; and
ACKERMAN PRACTICE MANAGEMENT,
LLC**

Defendants.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY**

Docket No. BER-L -003841-2021

TO THE HONORABLE COURT AND COUNSEL FOR THE PLAINTIFFS:

The Court via NJ eCourts
Superior Court of New Jersey
Law Division
10 Main Street
Hackensack, NJ 07601

Counsel for the Plaintiffs via NJ eCourts
Braverman Kaskey Garber P.C.
Benjamin A. Garber, Esq.
One Liberty Place, 56th Floor
1650 Market Street
Philadelphia, PA 19103

PLEASE TAKE NOTICE that the Undersigned counsel for the Defendants that **SHANALEE ACKERMAN; and ACKERMAN PRACTICE MANAGEMENT LLC**, hereby respectfully apply to the Superior Court of New Jersey, Law Division, Bergen County at 10 Main Street, Hackensack, NJ 07601 for an Order Consolidating this Action with the Matter of Gruenbaum v. Levine, BER-L-003840-2021.

PLEASE TAKE NOTICE that in Support of their Application, the Defendants respectfully rely on the Attached Memorandum of Law in Support by Baruch S. Gottesman, Esq.

**NOTICE: IF YOU WANT TO RESPOND TO THIS MOTION
YOU MUST DO SO IN WRITING.**

Your written response must be in the form of a certification or affidavit. That means that the person signing it swears to the truth of the statements in the certification or affidavit and is aware that the court can punish him or her if the statements are knowingly false. You may ask for oral argument, which means you can ask to appear before the court to explain your position. If the court grants oral argument, you will be notified of the time, date, and place. Your response, if any, must be in writing even if you request oral argument. Any papers you send to the court must also be sent to the opposing party's attorney, or the opposing party if they are not represented by an attorney.

PLEASE TAKE FURTHER NOTICE that Defendants respectfully request oral argument if so allowed by the Honorable Court.

DATED: **SEPTEMBER 2, 2021**

RESPECTFULLY SUBMITTED,

By:



BARUCH S. GOTTESMAN, ESQ.
New Jersey Attorney I.D. No. 02222-2006
185-12 Union Turnpike
Fresh Meadows, NY 11366*
Phone: (212) 401-6910
e-mail: bg@gottesmanlegal.com
Attorney for Defendants

CERTIFICATION OF SERVICE

I, Baruch S. Gottesman, Esq. certify that on September 2, 2021, I sent a copy of this Notice of Motion, [Proposed] Order and the Memorandum of Law in Support by counsel to the Defendant Baruch S. Gottesman, Esq., by electronic filing (New Jersey e-courts online system):

DATED: **SEPTEMBER 2, 2021**

RESPECTFULLY SUBMITTED,

By:



BARUCH S. GOTTESMAN, ESQ.
New Jersey Attorney I.D. No. 02222-2006
185-12 Union Turnpike
Fresh Meadows, NY 11366*
Phone: (212) 401-6910
e-mail: bg@gottesmanlegal.com

TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
doing business as **RIDGEWOOD VALLEY**
PEDIATRIC DENTISTRY,

Plaintiffs,

~ *versus* ~

SHANALEE ACKERMAN; and
ACKERMAN PRACTICE MANAGEMENT,
LLC

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

Docket No. BER-L -003840-2021

[PROPOSED] ORDER

THIS MATTER having been opened to the Court by the Baruch S. Gottesman, Esq., of the Law Offices of Baruch Gottesman, Esq., counsel for the Defendants **SHANALEE ACKERMAN** *and* **ACKERMAN PRACTICE MANAGEMENT LLC**, upon Notice of Motion for an Order to Consolidate this Action with Gruenbaum, et al. v. Levine, et al., Docket No. BER-L-003840-21;

THEREFORE, it is on this ____th day of September, 2021, that

IT IS NOW FURTHER ORDERED pursuant to New Jersey Court Rule 4:38-1 and other relevant provisions of New Jersey law, and for good cause shown, that this matter is consolidated with the matter of Gruenbaum, et al. v. Levine, et al., Docket No. BER-L-003840-21; and that the Levine and Ackerman actions shall both proceed on Track II under the following the Docket No. BER-L-004840-21 matter under the following amended caption:

TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
doing business as **RIDGEWOOD VALLEY**
PEDIATRIC DENTISTRY,

Plaintiffs,

~ *versus* ~

SHANALEE ACKERMAN;
ACKERMAN PRACTICE MANAGEMENT,
LLC; JOSH LEVINE, CPA; and
JOSH LEVINE CPA P.C. *doing business as*
LEVINE & ASSOCIATES; and
EHCM LLC,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

Docket No. BER-L -003840-2021

CIVIL ACTION

IT IS NOW FURTHER ORDERED, that _____

IT IS NOW FURTHER ORDERED, that a copy of this Order be served via
New Jersey e-Courts on all Parties within Seven (7) days of its entry.

_____, J.S.C.

The Motion was

_____ Opposed

_____ Not Opposed

BARUCH S. GOTTESMAN, ESQ.

185-12 Union Turnpike

Fresh Meadows, NY 11366

Phone: (212) 401-6910

e-mail: bg@gottesmanlegal.com

N.J. Attorney I.D. No. 02222-2006

Counsel for Defendants

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
doing business as RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**

Plaintiffs,

~ versus ~

**SHANALEE ACKERMAN; and
ACKERMAN PRACTICE MANAGEMENT,
LLC**

Defendants.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY**

Docket No. BER-L -003841-2021

**MEMORANDUM OF LAW BY DEFENDANTS
IN SUPPORT OF
MOTION TO CONSOLIDATE**

Respectfully Submitted September 2, 2021
by Baruch S. Gottesman, Esq.

Table of Contents

I.	Introductory Statement:	3
II.	Factual and Procedural Background	3
III.	Argument:	5
a.	The Defendants were not Served	5
b.	If Service was Proper, then Default Should not be Entered Because of the Defendants' Excusable Neglect	6
c.	If Service was Proper, then Default Should not be Entered Because of the Defendants' Meritorious Defense	8
i.	Fraud is Not Well-Plead	
ii.	Unjust Enrichment is Not Well Plead	
iii.	The Allegations in the of the Complaint are Denied in full	
iv.	This Court has No Jurisdiction Over the Defendants	
d.	The Plaintiffs Will not be Prejudiced	10
IV.	Conclusion	11

I. INTRODUCTORY STATEMENT

The Defendants learned of the Motion for Entry Default and immediately appear now through counsel to oppose this Motion. As described in the Ackerman Certificate and explained in this Brief, the Defendants' junk service to a wrong address cannot qualify as "service" for purpose entering a Default against the Defendant.

Additionally and in the alternative, if the Honorable Court were to find that Service *was* proper, then the Honorable Court should not Enter a Default because of the Defendants' reasonable excuse and meritorious defense.

II. FACTUAL AND PROCEDURAL BACKGROUND

The two Gruenbaum cases were filed seriatum. The companion case is docketed as BER-L-003840/21 (Gruenbaum v. Levine) and our case which is docketed as BER-L-003841/21 (Gruenbaum v. Ackerman). The two cases involve the same Plaintiffs and two sets of Defendants who will both be represented by the same counsel (the Undersigned).

Both cases involve the alleged provision of accounting services by the two sets of Defendants and identify the same causes of action. Both cases are assigned to the same Justice.

And in substance, the cases arise from the same alleged factual issues.

The Complaint in this case alleges:

"One of the most egregious examples [of Ackerman's wrongdoing] being Ackerman's recommendation of an accounting firm, Levine & Associates LLC, whose services were deficient and have resulted in IRS scrutiny in connection with which plaintiffs have suffered financial losses, fees, costs, expenses, and penalties."

Complaint at ¶ 44.

The supposedly “deficient” services provided by Levine & Associates LLC are the key issue in the Gruenbaum v. Levine, BER-L-003840/21 case.

The division of the single fact pattern into two cases may result in entirely inconsistent rulings. The “most egregious” example of wrongdoing alleged in this case are the *same issue* in the Levine. If the cases are not consolidated, the same nucleus of operative facts will be adjudicated in two separate proceedings, with potential conflicting decisions and findings.

For this reason and as argued in this Memorandum of Law, consolidation is appropriate.

[Remainder of Page Intentionally Left Blank]

III. ARGUMENT:

A. THE CASES SHOULD BE CONSOLIDATED

The Rules Provide:

“When actions involving a common question of law or fact arising out of the same transaction or series of transactions are pending in the Superior Court, the court on a party's or its own motion may order the actions consolidated.”

N.J. Court Rules, R. 4:38-1

A key consideration is whether, “absent consolidation, two juries could reach inconsistent verdicts if the jury in the first action plaintiff’s [damage] to the injuries sustained in the second accident, and jury in the second action attributes the plaintiff’s [damage] to the injuries she sustained in the first accident”. Moraes v. Wesler, 439 N.J. Super 375, 379, 109 A3d 218, 221 (App.Div. 2015). *See also* Aipacaja v Pro-Line Bldrs., Docket No. A-3699-18T2, 2020 N.J. Super. Unpub. LEXIS 2022, at *6 (App.Div. Oct. 20, 2020)(“Our court rules and case law strive to avoid piecemeal decisions. For example, the entire controversy doctrine seeks to assure that all aspects of a legal dispute occur in a single lawsuit. The goal is to promote judicial efficiency, assure fairness to all parties with a material interest in an action, and encourage the conclusive determination of a legal controversy.” (*citations omitted*)).

The Complaint in this case alleges that:

“[o]ne of the most egregious examples [of Ackerman’s wrongdoing] being Ackerman’s recommendation of an accounting firm, Levine & Associates LLC, whose services were deficient and have resulted in IRS scrutiny in connection with which plaintiffs have suffered financial losses, fees, costs, expenses, and penalties.”

Gruenbaum v. Ackerman, Docket No. 003841-2021, Complaint at ¶ 44.

The allegation that Levine & Associates' services were deficient are also the basis for the claims in this case. See Complaint in Gruenbaum v. Levine, Docket No. 3840-2021 at ¶¶ 39, 53, *et passim*.

Let's transport ourselves into the conference room as the Jury considers the trial they just observed in this case. Our Jury will naturally find that Ackerman Practice Management LLC did *not* act wrongly and their services were *not* deficient. Across the hallway, though, the Levine trial has concluded and the Levine Jury is considering the *exact same factual questions*. Let's imagine that the Levine jury reaches the opposite conclusion as their friends across the hall – the Levine jury concludes as a factual matter that Levine's services *were* deficient.

The bell rings and the two juries return with their verdict.

The Ackerman jury announces as a factual matter that the services *were not* deficient. Their friends across the hall in the Levine jury find that the services *were* deficient. Where does that leave the parties?

Plainly, the two cases which are premised on the same nucleus of operative facts belong in the same Courtroom, before the same Judge, and in a single action where the two sets of Defendants can put forth a joint defense covering the same legal and factual questions. This will allow the legal conclusions during Motion practice, and factual conclusions of the factfinder will be consistent.

For these reasons, the Defendants with the consent of the Levine Defendants (who are represented by the undersigned counsel and have separately moved for Consolidation) respectfully move to consolidate the two actions under the 3841/21 Docket Number. A proposed Order is filed simultaneously with this Memo.

IV. CONCLUSION

For the reasons described above, the Defendants respectfully submit that the two cases should be consolidated. A proposed Order is submitted contemporaneously with the filing of this Motion.

DATED: **SEPTEMBER 2, 2021**

RESPECTFULLY SUBMITTED,

By:



BARUCH S. GOTTESMAN, ESQ.
New Jersey Attorney I.D. No. 02222-2006
185-12 Union Turnpike
Fresh Meadows, NY 11366*
Phone: (212) 401-6910
e-mail: bg@gottesmanlegal.com
Attorney for Defendants

BARUCH S. GOTTESMAN, ESQ.

185-12 Union Turnpike

Fresh Meadows, NY 11366

Phone: (212) 401-6910

e-mail: bg@gottesmanlegal.com

N.J. Attorney I.D. No. 02222-2006

Counsel for Defendants

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
doing business as RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**

Plaintiffs,

~ versus ~

**SHANALEE ACKERMAN; and
ACKERMAN PRACTICE MANAGEMENT,
LLC**

Defendants.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY**

Docket No. BER-L -003841-2021

CERTIFICATION OF SERVICE

I, Baruch S. Gottesman, Esq. certify that on September 2, I sent a copy of this Notice of Motion, [Proposed] Order, and the Memorandum of Law in Support by counsel to the Defendants, by electronic filing (New Jersey e-courts online system):

DATED: **SEPTEMBER 2, 2021**

RESPECTFULLY SUBMITTED,

By:



BARUCH S. GOTTESMAN, ESQ.

New Jersey Attorney I.D. No. 02222-2006

185-12 Union Turnpike

Fresh Meadows, NY 11366*

Phone: (212) 401-6910

e-mail: bg@gottesmanlegal.com

BRAVERMAN KASKEY GARBER PC
 BENJAMIN A. GARBER, ESQ.
 I.D. No. 011382009
 One Liberty Place, 56th Floor
 1650 Market Street
 Philadelphia, Pennsylvania 19103
 Telephone: (215) 575-3800
 Facsimile: (215) 575-3801
 bgarber@braverlaw.com

Attorneys for Plaintiffs

**TAMAR GRUENBAUM; and
 TAMAR GRUENBAUM DDS, LLC,
 d/b/a RIDGEWOOD VALLEY
 PEDIATRIC DENTISTRY,**

Plaintiffs,

v.

**SHANALEE ACKERMAN
 and
 ACKERMAN PRACTICE
 MANAGEMENT, LLC,**

Defendants.

**SUPERIOR COURT OF NEW
 JERSEY, LAW DIVISION
 BERGEN COUNTY**

Docket No. BER-L-003841-21

**REPLY BRIEF IN SUPPORT OF
 MOTION FOR ENTRY OF
 DEFAULT JUDGMENT**

Plaintiffs Tamar Gruenbaum and Tamar Gruenbaum DDS, LLC, d/b/a Ridgewood Valley Pediatric Dentistry (“Plaintiffs”), by their undersigned counsel, file this reply brief in support of their Motion for entry of Default Judgment against defendants Shanalee Ackerman (“Ackerman”) and Ackerman Practice Management, LLC (“APM”), and state as follows:

1. Defendants Have Not Moved to Open the Entry of Default

Default has been entered against Ackerman and APM pursuant to N.J. Court Rule 4:43-1 (on August 17, 2021). New Jersey Court Rule 4:43-3 provides that for “good cause shown” a court may set aside an entry of default upon a motion by the

defaulted party that “***shall be accompanied***” by either an answer to the complaint and CIS or a dispositive motion pursuant to R. 4:6-2. Defendants have ***not*** moved (or cross-moved) to set aside the entry of default. Even if their “Memorandum of Law by Defendants in Opposition to Motion to Enter Default” (“Memorandum”) filed September 2, 2021, were accepted as a cross-motion to set aside the entry of default, it is ***not*** accompanied by an answer to the complaint or a R. 4:6-2 dispositive motion, as required.¹

2. Defendants Fail to Satisfy Rule 4:50

New Jersey Court Rule 4:50 (“Relief From Judgment or Order”) provides, in relevant part, that “on motion, with briefs” a court may relieve a party from a final judgment for “mistake, inadvertence, surprise or excusable neglect.” A default judgment will not be disturbed unless the failure to answer or otherwise appear and defend was excusable under the circumstances and the defendant has a meritorious defense (either to the cause of action itself or, if liability is not disputed, to the quantum of damages assessed. *US Bank Nat. Ass’n v. Guillame*, 209 N.J. 449, 468-9 (2012). Putting aside that a default judgment has yet to be entered, as before, there is no motion or cross-motion by defendants’ seeking relief under Rule 4:50. And even if their Memorandum is construed as such a motion or cross-motion, defendants fail to demonstrate “mistake, inadvertence, surprise or excusable neglect” ***or*** a meritorious defense.

¹ It hints at a dispositive motion to be filed against two of the five counts in the complaint. See Memorandum at 9-10.

No “Excusable Neglect”

Defendants argue “excusable neglect” as a basis for opposing entry of default judgment. Specifically, defendants state that while Ackerman “heard rumors” of this lawsuit, she “misunderstood” that this action had been “Stayed” pending the outcome of “an ongoing matrimonial action between the Plaintiff and her (ex) husband in New York.” See Ackerman “Certification” dated September 1, 2021 (the “Certification”) at pars. 23-24 and 26. Ackerman’s counsel argues this was “excusable neglect.” Memorandum, p.7. Excusable neglect has been defined as excusable carelessness “attributable to an *honest mistake* that is *compatible with due diligence or reasonable prudence*.” *Mancini v. EDS*, 132 N.J. 330, 335 (1993). But Ackerman offers no explanation why she mistakenly believed this action had been stayed (pending a divorce proceeding in New York, no less), and, not surprisingly, no reason why that absurd mistaken belief is compatible with either due diligence or reasonable prudence.²

Plainly, Ackerman is not like the defendant in *Bergen-Eastern Corp. v. Koss*, 178 N.J. Super. 42 (App. Div.), appeal dism’d 88 (N.J. 499 (1981), where the court affirmed a finding of excusable neglect by an aged widow with a psychiatric history who did not appreciate the import of service of a tax foreclosure complaint. By all (self) accounts, Ackerman is neither aged nor lacking in mental capacity. See APM website, including bio of Ackerman, attached hereto as Exhibit A (web address:

² Of course, her statement that she developed this mistaken belief after having “heard rumors” of the instant action is clearly incompatible with her contention that she never was served with the summons and complaint. This is further developed *infra*.

ackermanpracticemanagement.com/about). Instead, Ackerman is more like the defendant in *Deutsche Bank Nat. Trust v. Russo*, 429 N.J. Super. 91, 98-99 (App. Div. 2012), where the court found no excusable neglect based upon an unsupported statement that the defendant believed, based on the loan servicer's representation, that there was no need to answer or defend the foreclosure action.

No Meritorious Defense

As seen, a default judgment will not be disturbed under Rule 4:50 unless the failure to answer or otherwise appear and defend was excusable under the circumstances **and** the defendant has a meritorious defense. After all, "[i]t would create a rather anomalous situation if a judgment were to be vacated on the ground of mistake, accident, surprise or excusable neglect, only to discover later that the defendant had no meritorious defense. The time of the courts, counsel and litigants should not be taken up by such a futile proceeding." *US Bank Nat. Ass'n v. Guillaume*, 209 N.J. 449, 469 (2012), quoting *Schulwitz v. Shuster*, 27 N.J. Super. 554, 561 (App.Div.1953).

Defendants founder on this second prong as well, as the absolute best they can muster with respect to Counts I through IV and VII of the Complaint is Ackerman's bald statement that "the allegations in the Complaint about my alleged wrongdoing are entirely untrue and I deny them completely." Declaration, par. 28; see also Memorandum, p. 10 ("Defendants deny the substantive claims of the Complaint"). ***Simply put, such a bald denial is just not good enough.*** E.g., *Lockwood v. Lockwood*, 2020 N.J. Super. Unpub. Lexis 1179, *7 (App. Div. June 18,

2020) (“A meritorious defense need be more than a bald denial ...”); *Carrano v. Dibizheva*, 2011 N.J. Super. Unpub. Lexis 929, *20-21 (App. div. April 14, 2011 (“... the bald denial of a plaintiff’s complaint is usually insufficient to demonstrate that a meritorious defense exists”), citing 10 James W. Moore et al., *Moore’s Federal Practice - Civil* ¶ 55.70[2] (3d ed. 2011) (“While the burden is not high, mere denials or conclusory allegations are not sufficient.”)).

4. Defendants Were Served With Process

Defendants’ opposition based on lack of *in personam* jurisdiction (i.e., no effective service) is unavailing since on June 24, 2021 Ackerman and APM were served with the summons and complaint in the New York City building (775 York Avenue) where Ackerman, APM’s registered agent, resides. This is evidenced by return receipt cards from the post-office showing a scrawled handwritten signature on a line directly above a line containing the hand-printed name “S. Ackerman.” See Affidavits of Service filed July 9, 2021, Exhibits B and C hereto. Service by certified mail was made only after the doorman at the building turned away Plaintiffs’ process server, the details of which are described with specificity in Exhibit 2 to Plaintiffs’ Motion for Entry of Default Judgment. This was, in all aspects, proper and effective service as provided for in Rule 4:4-4(b) (1), which states, in relevant part, that if it appears by affidavit satisfying the requirements of R. 4:4-5(b) that personal service cannot be made by personal service in the State of New Jersey, *in personam* jurisdiction may be obtained by:

(C) mailing a copy of the summons and complaint by registered or certified mail, return receipt requested, and, simultaneously, by

ordinary mail to: (1) a competent individual of the age of 14 or over, addressed to the individual's dwelling house or usual place of abode³

Notably, Ackerman does **not** contend that 775 York Avenue, New York City is **not** her dwelling house or usual place of abode. Moreover, she herself supplies proof (Exhibit A to her Certification) that she is the registered agent of AFM. Instead, Ackerman asserts that the unit/apartment number in the mailing address was incorrect and that she did not sign the return receipt card. Plainly, it is irrelevant whether the apartment number in the address was correct if Ackerman herself signed for the process. Further, close examination of her Certification leads to the conclusion that, *as the return receipt cards indicate*, it was indeed Ackerman who signed for the certified delivery of process.

In this regard, one starts from Ackerman's **admission** that she "heard rumors" of this lawsuit. Plaintiffs submit that the only logical way for Ackerman to have "heard" such a "rumor" is to have read the complaint herself; her vague statement is nothing more or less than extremely careful draftsmanship in an attempt to avoid outright perjury. Further, Ackerman goes on to state that: "If the service was valid, then my failure to respond earlier was based on my understanding that I was not served ..." Certification, par. 27. But the only rational way for Ackerman to "understand that [she] was not served" was to have signed for the certified delivery, opened it, read the summons and complaint, and

³ Defendants cite *Sarmiento v. St. Mary's Hospital Passaic*, 2012 U.S. Dist. Lexis 95998 (D.N.J. July 10, 2012) for the proposition that Plaintiffs' "inquiry" was insufficiently "diligent." *Sarmiento* is easily distinguished, however, since in that case plaintiffs moved the court to allow substituted service on the defendant's insurer.

then come to the *incorrect* conclusion – by herself or with the assistance of a friend (or counsel) – that the service was not legally *effective*.⁴

Moreover, and in any event, effective service of process upon Ackerman and APM was also made by certified mail, return receipt requested, at the Florida address provided by here in Exhibit A to Certification, i.e., the “2021 Florida Limited Liability Company Reinstatement.” This document lists APM’s current principal place of business and current mailing address as 13867 Jeremiah Road, Jacksonville, Florida. It also lists Ackerman as the “current registered agent” at the same address. Attached hereto as Exhibit D are the signed return receipt cards for both Ackerman and APM. While not noted on the cards, the certified mailings were delivered on June 29, 2021 at 10:49 am, as shown on the USPS Tracking Report attached hereto as Exhibit E. Thus, even if service of process at the 775 York Street, NYC address, is deemed defective, the same claim cannot be made for the delivery at the Florida address.

⁴ Ackerman also claims to have been vacationing in Maine on June 24 and attaches what purports to be a reservation confirmation email dated April 27, 2021 for the aforementioned date (although the date is, for the most part, cut off of the exhibit). However, the email purports to be from the Holland Inn of Bar Harbor to erin.doherty@gmail.com. *Ackerman’s name is not Erin Doherty*, nor does she make any attempt to explain this rather glaring discrepancy.

5. Conclusion

For the reasons set forth above and in Plaintiffs' Motion for Default Judgment, Plaintiffs respectfully request that the Court enter judgment against Ackerman and APM, as requested in the Motion.

Respectfully submitted,

Dated: September 7, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE
One Liberty Place- 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801

Attorneys for Plaintiffs

EXHIBIT A



Ackerman Practice Management
Proven Management Solutions



516-218-6808

[About](#)

[Consulting](#)

[Compliance](#)

[Continuing Education](#)

[Contact](#)

[Blog](#)

MEDICAL AND DENTAL PRACTICE MANAGEMENT AND CONSULTING

ABOUT ACKERMAN PRACTICE MANAGEMENT AND OUR TEAM

We have worked with hundreds of doctors and dentists throughout the United States and know how challenging it is to become a phenomenal clinician and run a successful practice. You have invested hundreds of thousands of dollars in your education and towards the continued commitment to learn and provide the best care to your patients. We see medical and dental practitioners throughout the United States continue to invest in personal and professional education, staff training, practice enhancement, and state of the art technology, yet still struggle to grow.

At Ackerman Practice Management, we realize that during your schooling they did not teach you how to operate a medical or dental practice based on strong business systems. Ackerman Practice Management knows that your practice will thrive with strong leadership and concise system development. For your practice to grow and produce predictable and measurable results a strong foundation of constantly managed systems must be in place.

We have found that most medical and dental practices are in a state of chaos because they are running day-to-day operations with limited consistency in fundamental practice systems. The practitioner is often exhausted and frustrated, the staff is working incredibly hard, and despite every effort, the practice does not see sustainable growth or financial success. The core of Ackerman Practice Management methods is about fundamental clinical and business systems and leadership. With the right foundations in place, you can go to work with confidence, knowing that your efforts will be rewarded with predictable and measurable growth and success. Ackerman Practice Management will provide you the tools and systems needed so your practice runs the way you want it to run, has consistent growth, and you are financially secure.

Ackerman Practice Management is about providing you with managed clinical and business systems, customized to your unique patient base, your philosophy of care and your goals. Every system is customized for you. We provide the operational policies, help establish measurable goals, set benchmarks, train staff, and manage business operations so you can do what you love, providing exceptional care to your patients.

Practice Management Consultants



Shana Ackerman
Founder and CEO

Shana Ackerman, Practice Management Specialist, holds a Master of Business Administration, a Master of Accounting, a Bachelor of Science in Neuropsychology and an Associate of Science in Dental Hygiene. She has been in health care and business management for more than fifteen years. Prior to her career in healthcare, Shana served honorably in the US Navy where she gained insight into the strategic planning, discipline and implementation of operational systems in the world's largest corporation - the United States military. It was Shana's education and experience in the military and medical and dental practices that fostered her development of systems and strategies that provides effective planning, leadership, staff development, human resource policy and management systems, monitoring and consulting for medical and dental professionals throughout the United States.

As a Practice Management Specialist, Shana understands that success starts at the top. She understands that a practice owners' attitude and behavior will directly correlate to the success or failure of a practice. Because of this knowledge Shana is able to assist medical and dental professionals develop strategic leadership skills. Shana recognizes how critical it is for a doctor and dentist to have a well-developed clinical standard of care and unique philosophy for their own business, but says, "without a strong foundation of business systems and consistency of purpose, the practice will not be able to see sustainable growth or financial success."



Ackerman Practice Management

Proven Management Solutions


[About](#)
[Consulting](#)
[Compliance](#)
[Continuing Education](#)
[Contact](#)
[Blog](#)

MEDICAL AND DENTAL PRACTICE MANAGEMENT AND CONSULTING



Leah Martin specializes in dental practice management and loves to design unique comprehensive treatment plans for each dental practice she evaluates and manages.

Leah specializes in creating custom systems, evaluating and managing dental practice finances and providing hands-on practice management training for doctors and teams. She believes in working closely with the doctor to determine their personal and professional goals both financial and practice related to work, then work backwards by addressing all practice systems to attain these goals. One of the things that makes Leah truly amazing is her keen insight to realize that each doctor, staff, office dynamic is different and all services must be customized accordingly.

Leah has worked in the field of dentistry for over 25 years. She decided to pursue a career as a practice consultant 15 years ago, after successfully working in multiple practices where she went in and revised and implemented systems, detailed marketing programs, provided leadership, developed teams and successfully monitored these systems to more than double production within one year. After her remarkable success locally, Leah decided she wanted to help more doctors and teams do this every day. She loves the challenge and satisfaction of watching teams and practices grow.



Trisha Scott Practice Management Specialist

Trisha Scott specializes in dental practice management. She strives to provide each of her practices concise systems that are easy to follow and implement - resulting in rapid growth and success.

Trisha has a passion for practice management. She successfully teaches and implements key systems to deliver success to each dental practice she works with. She specializes in helping her teams implement business systems for overall practice success, as well as periodontal therapy programs that treat oral disease, pathology, and total body health. She takes pride in helping teams achieve the highest levels of success in all aspects of business and clinical practice.

Trisha holds a Bachelor of Science degree in Dental Hygiene and has worked in the field of dentistry for over 13 years. She decided to pursue her passion as a practice consultant after successfully teaching and implementing key systems to deliver success in dental practices during her dental hygiene practice. She realized her passion for total practice success and wanted to reach a larger network of dentists in order to offer her exceptional skills across the United States.

Schedule Your Free Consultation Today [516-218-6808](tel:516-218-6808)

[CONNECT WITH US](#)



Ackerman Practice Management
Proven Management Solutions

[Consulting Services](#)

[Our Consulting Team](#)

[Compliance Services](#)

[Speakers for Hire](#)



Ackerman Practice Management
Proven Management Solutions



516-218-6808

[About](#)

[Consulting](#)

[Compliance](#)

[Continuing Education](#)

[Contact](#)

[Blog](#)

MEDICAL AND DENTAL PRACTICE MANAGEMENT AND CONSULTING

EXHIBIT B

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**AFFIDAVIT OF SERVICE BY
CERTIFIED MAIL UPON
SHANALEE ACKERMAN**

I, Domenic J. Marano, a competent adult being duly sworn according to law, depose and state that on June 21, 2021, I mailed a true and correct copy of Plaintiffs' Complaint with Jury Demand, Civil Action Summons, Civil Case Information Statement, and Track Assignment Notice ("Complaint Documents") filed in the above-captioned case by U.S. Certified Mail (Article Number 7013 1710 0000 4816 6089), return receipt requested, postage prepaid, to defendant Shanalee Ackerman ("Defendant") at her residence located at 1775 York Avenue, #32A, New York, New York 10128.

A true and correct copy of the U.S. Postal Service Form 3800, Certified Mail Receipt, date stamped with a mailing date of June 21, 2021, addressed to the Defendant, is attached hereto as **Exhibit A**.

On June 24, 2021, the U.S. Postal Service delivered the Complaint Documents upon the Defendant. A true and correct copy of the U.S. Postal Service Form 3811, Certified Mail Return Receipt Card, addressed to the Defendant, showing Defendant's signature and date of delivery of June 24, 2021 is attached hereto as **Exhibit B**.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Domenic Marano

Domenic J. Marano, Paralegal

Dated: July 9, 2021

BRAVERMAN KASKEY GARBER PC

BY: */s/ Benjamin A. Garber*

BENJAMIN A. GARBER, ESQUIRE

One Liberty Place- 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

Attorneys for Plaintiffs

EXHIBIT A

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

7013 1710 0000 4816 6089

02 1P
0002755675
MAILED FROM ZIP CODE 19103

PITNEY BOWES
\$ 000.00

Postage

Certified Fee

Return Receipt Fee
 (Endorsement Required)

Restricted Delivery Fee
 (Endorsement Required)

Total Postage & Fees \$

Postmark
 Here

Sent To Shanika Ameen
 Street, Apt. No.,
 or PO Box No. 1775 York Ave., #32A
 City, State, ZIP+4 NEW YORK, NY 10128

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT B


SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature</p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X </p>	
<p>1. Article Addressed to:</p> <p>SANALKE ACKERMAN 1775 YORK AVENUE #32A NEW YORK, NY 10128</p>		<p>B. Received by (Printed Name)</p> <p>S. Ackerman</p>	<p>C. Date of Delivery</p> <p>6/24/17</p>
<p>2. Article Number (Transfer from service label)</p> <p>7013 1710 0000 4816 6089</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery</p>		<p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>		<p>Domestic Return Receipt</p>	

EXHIBIT C

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**
Plaintiffs,

v.

**SHANALEE ACKERMAN and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**
Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

**AFFIDAVIT OF SERVICE BY
CERTIFIED MAIL UPON
ACKERMAN PRACTICE
MANAGEMENT, LLC**

I, Domenic J. Marano, a competent adult being duly sworn according to law, depose and state that on June 21, 2021, I mailed a true and correct copy of Plaintiffs' Complaint with Jury Demand, Civil Action Summons, Civil Case Information Statement, and Track Assignment Notice ("Complaint Documents") filed in the above-captioned case by U.S. Certified Mail (Article Number 7013 1710 0000 4816 6096), return receipt requested, postage prepaid, to defendant Ackerman Practice Management, LLC ("Defendant") in care of Shanalee Ackerman at Ms. Ackerman's residence located at 1775 York Avenue, #32A, New York, New York 10128.¹

¹ Ms. Ackerman is believed to be the Founder and CEO of Ackerman Practice Management, LLC.

A true and correct copy of the U.S. Postal Service Form 3800, Certified Mail Receipt, date stamped with a mailing date of June 21, 2021, addressed to the Defendant, is attached hereto as **Exhibit A**.

On June 24, 2021, the U.S. Postal Service delivered the Complaint Documents upon the Defendant. A true and correct copy of the U.S. Postal Service Form 3811, Certified Mail Return Receipt Card, addressed to the Defendant, showing Ms. Ackerman's signature and date of delivery of June 24, 2021 is attached hereto as **Exhibit B**.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Domenic Marano

Domenic J. Marano, Paralegal

Dated: July 9, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber

BENJAMIN A. GARBER, ESQUIRE

One Liberty Place- 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

Attorneys for Plaintiffs

EXHIBIT A

7013 1710 0000 4816 6096

U.S. Postal Service™
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

PITNEY BOWES

02 1P \$ 000.00
 Postage ID 0002755675 JUN 21 2021
 MAILED FROM ZIP CODE 19103

Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees \$

Postmark Here

Sent To
 Ackerman Practice Mgmt. LLC
 Street, Apt. No.;
 or PO Box No. 1775 York Ave., 32A
 City, State, ZIP+4 New York, NY 10128

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT B


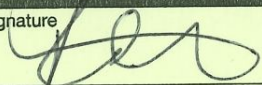
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X </p>	
<p>1. Article Addressed to:</p> <p><i>Ackerman Practical Management LLC</i> <i>c/o Susan Ackerman</i> <i>1775 York Ave., #32A</i> <i>NEW YORK, NY 10128</i></p>		<p>B. Received by (Printed Name)</p> <p><i>S. Ackerman</i></p>	<p>C. Date of Delivery</p> <p><i>6/24/14</i></p>
<p>2. Article Number (Transfer from service label)</p> <p>7013 1710 0000 4816 6096</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p>		<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>		<p>Domestic Return Receipt</p>	

EXHIBIT D

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p>	
<p>1. Article Addressed to:</p> <p>SUNALKE ALLENMAN 13867 JENEMIAN ROAD JACKSONVILLE, FL 32224</p>		<p>B. Received by (Printed Name)</p>	<p>C. Date of Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>7013 1710 0000 4816 6553</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p>(over \$500)</p>			
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

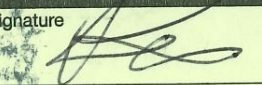
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p>	
<p>1. Article Addressed to:</p> <p>ALLENMAN PRACTICE MGMT. LLC 40 SUNALKE ALLENMAN 13867 JENEMIAN ROAD JACKSONVILLE, FL 32224</p>		<p>B. Received by (Printed Name)</p>	<p>C. Date of Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>7013 1710 0000 4816 6287</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p>(over \$500)</p>			
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

EXHIBIT E

[FAQs >](#)[Track Another Package +](#)**Tracking Number:** 70131710000048166553[Remove X](#)

Your item was delivered to the front desk, reception area, or mail room at 10:49 am on June 29, 2021 in JACKSONVILLE, FL 32224.

Delivered, Front Desk/Reception/Mail Room

June 29, 2021 at 10:49 am
JACKSONVILLE, FL 32224

[Get Updates ∨](#)

Text & Email Updates

Tracking History**June 29, 2021, 10:49 am**

Delivered, Front Desk/Reception/Mail Room
JACKSONVILLE, FL 32224

Your item was delivered to the front desk, reception area, or mail room at 10:49 am on June 29, 2021 in JACKSONVILLE, FL 32224.

June 26, 2021, 11:00 am

Notice Left (No Authorized Recipient Available)
JACKSONVILLE, FL 32224

9/7/2021

USPS.com® - USPS Tracking® Results

June 25, 2021, 10:53 pm

Departed USPS Regional Facility

JACKSONVILLE FL DISTRIBUTION CENTER

June 25, 2021, 1:17 pm

Arrived at USPS Regional Facility

JACKSONVILLE FL DISTRIBUTION CENTER

June 24, 2021

In Transit to Next Facility

June 23, 2021, 11:50 pm

Arrived at USPS Regional Facility

PHILADELPHIA PA DISTRIBUTION CENTER

Product Information**See Less**

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

9/7/2021

USPS.com® - USPS Tracking® Results

[FAQs >](#)[Track Another Package +](#)**Tracking Number:** 70131710000048166287[Remove X](#)

Your item was delivered to the front desk, reception area, or mail room at 10:49 am on June 29, 2021 in JACKSONVILLE, FL 32224.

Delivered, Front Desk/Reception/Mail Room

June 29, 2021 at 10:49 am
JACKSONVILLE, FL 32224

[Get Updates ∨](#)

Text & Email Updates

Tracking History**June 29, 2021, 10:49 am**

Delivered, Front Desk/Reception/Mail Room
JACKSONVILLE, FL 32224

Your item was delivered to the front desk, reception area, or mail room at 10:49 am on June 29, 2021 in JACKSONVILLE, FL 32224.

June 26, 2021, 11:00 am

Notice Left (No Authorized Recipient Available)
JACKSONVILLE, FL 32224

9/7/2021

USPS.com® - USPS Tracking® Results

June 26, 2021, 2:55 am

Departed USPS Regional Facility
JACKSONVILLE FL DISTRIBUTION CENTER

June 25, 2021, 1:17 pm

Arrived at USPS Regional Facility
JACKSONVILLE FL DISTRIBUTION CENTER

June 24, 2021

In Transit to Next Facility

June 23, 2021, 11:49 pm

Arrived at USPS Regional Facility
PHILADELPHIA PA DISTRIBUTION CENTER

Product Information

See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**

Plaintiffs,

v.

**SHANALEE ACKERMAN
and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**

Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

CERTIFICATION OF SERVICE

I hereby certify that on the date below, the within Reply Brief in Support of Motion for Entry of Default Judgment was filed and served via the Court's electronic filing system upon the following:

Baruch S. Gottesman, Esquire
185-12 Union Turnpike
Fresh Meadows, New York 11366
bg@gottesmanlegal.com
Attorney for Defendants

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Respectfully submitted,

Dated: September 7, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE
One Liberty Place- 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
Attorneys for Plaintiffs

TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
doing business as RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,

Plaintiffs,

~ versus ~

SHANALEE ACKERMAN; and
ACKERMAN PRACTICE MANAGEMENT,
LLC

Defendants.

**SUPERIOR COURT OF NEW JERSEY
 LAW DIVISION: BERGEN COUNTY**

Docket No. BER-L -00384-1-2021

SEP 10 2021

**Robert C. Wilson
 J.S.C.**

**PROPOSED ALTERNATIVE
ORDER**

THIS MATTER having been opened to the Court by the Braverman, Kaskey, Garber P.C., counsel for the Plaintiffs **TAMAR GRUENBAUM;** and **TAMAR GRUENBAUM DDS, LLC,** *doing business as RIDGEWOOD VALLEY PEDIATRIC DENTISTRY* for entry of a Final Judgment by Default pursuant to R. 4:43-2 against Defendants **SHANALEE ACKERMAN;** and **ACKERMAN PRACTICE MANAGEMENT, LLC,** and the Court having considered the submissions by the Parties,

It is on this 10th day of September 2021, **ORDERED** as follows:

1. The Application for Entry of Default is Denied. *
2. A copy of this Order shall be served on the Defendants within seven (7) days of entry and receipt by the Plaintiffs through NJ eCourts.

The Motion was Opposed


ROBERT C. WILSON, J.S.C.

COURT NOTES it will be defendant's obligation to REINSTATE their ANSWER OR TO ANSWER COMPLAINT IF AND WHEN PROPERLY SERVED AND TO VACATE the default previously entered

BRAVERMAN KASKEY GARBER PC
 BENJAMIN A. GARBER, ESQ.
 I.D. No. 011382009
 One Liberty Place, 56th Floor
 1650 Market Street
 Philadelphia, Pennsylvania 19103
 Telephone: (215) 575-3800
 Facsimile: (215) 575-3801
 bgarber@braverlaw.com

FILED

SEP 10 2021

Robert C. Wilson
J.S.C.

Attorney for Plaintiffs

TAMAR GRUENBAUM; and
 TAMAR GRUENBAUM DDS, LLC,
 d/b/a RIDGEWOOD VALLEY
 PEDIATRIC DENTISTRY,

Plaintiffs,

v.

SHANALEE ACKERMAN
 and
 ACKERMAN PRACTICE
 MANAGEMENT, LLC,

Defendants.

SUPERIOR COURT OF NEW
 JERSEY, LAW DIVISION
 BERGEN COUNTY

Docket No. BER-L-003841-21

FINAL JUDGMENT BY DEFAULT

Denied

THIS MATTER having been presented to the Court by Braverman Kaskey Garber PC, attorneys for plaintiffs, Tamar Gruenbaum, DDS and Tamar Gruenbaum DDS, LLC d/b/a Ridgewood Valley Pediatric Dentistry, for entry of Final Judgment by Default pursuant to R. 4:43-2 against defendants Shanalee Ackerman and Ackerman Practice Management, LLC, (collectively, the “defendants”); and defendants having been served with the Summons and Complaint in this action; and defendants having failed to properly answer the Complaint or otherwise move as to the Complaint; and default having been properly entered against defendants on August 17, 2021; and defendants having been served

with a copy of the default entered against them; and the Court having considered the Certification of Amount Due and Non-Military Service of Tamar Gruenbaum and Certification of Counsel; and it further appearing that good cause has been shown for the entry of this Judgment,

It is on this 10th day of September, 2021, ORDERED as follows:

1. ~~JUDGMENT by default as authorized by R. 4:43-2(b) is entered in favor of plaintiffs, Tamar Gruenbaum, DDS and Tamar Gruenbaum DDS, LLC d/b/a Ridgewood Valley Pediatric Dentistry, and against defendants Shanalee Ackerman and Ackerman Practice Management, LLC, in the amount of \$360,054.91, together with pre-judgment and post-judgment interest and costs of suit.~~

2. A copy of this Judgment shall be served on defendants by regular mail within seven (7) days of receipt by plaintiffs' counsel in accordance with Rule 4:43-2(c).

BY THE COURT:



ROBERT C. WILSON, J.S.C.^{J.}

This motion was:

OPPOSED: ✓

UNOPPOSED:

BRAVERMAN KASKEY GARBER PC
 BENJAMIN A. GARBER, ESQ.
 I.D. No. 011382009
 One Liberty Place, 56th Floor
 1650 Market Street
 Philadelphia, Pennsylvania 19103
 Telephone: (215) 575-3800
 Facsimile: (215) 575-3801
 bgarber@braverlaw.com

Attorneys for Plaintiffs

**TAMAR GRUENBAUM; and
 TAMAR GRUENBAUM DDS, LLC,
 d/b/a RIDGEWOOD VALLEY
 PEDIATRIC DENTISTRY,**

Plaintiffs,

v.

**SHANALEE ACKERMAN
 and
 ACKERMAN PRACTICE
 MANAGEMENT, LLC,**

Defendants.

**SUPERIOR COURT OF NEW
 JERSEY, LAW DIVISION
 BERGEN COUNTY**

Docket No. BER-L-003841-21

**RESPONSE IN OPPOSITION TO
 THE MOTION TO CONSOLIDATE**

Plaintiffs Tamar Gruenbaum (“Dr. Gruenbaum”) and Tamar Gruenbaum DDS, LLC, d/b/a Ridgewood Valley Pediatric Dentistry (the “Practice”; collectively, the “plaintiffs”), by their undersigned counsel, hereby file this Memorandum of Law in support of its response in opposition to the Motion to Consolidate filed by defendants Shanalee Ackerman (“Ackerman”) and Ackerman Practice Management, LLC (“APM”; collectively, the “defendants”) (the “Motion”).

ARGUMENT

A. THE MOTION TO CONSOLIDATE SHOULD BE DENIED

Defendants request that the Court consolidate this case with a separate action—Gruenbaum v. Levine, docket no. BER-L-003840-21 (the “Levine Case”)¹—*where final judgment has been entered* in favor of plaintiffs *against different defendants*.

i. Because the Levine Case is Over Consolidation is Not Warranted

In the Levine Case, this Court entered a final judgment by default against Levine defendants on August 27, 2021.² Therefore, the Levine Case is over. In contrast, this case is at its inception with Ackerman presently avoiding service of the Complaint and her counsel apparently refusing to accept service. Because final judgment has been entered in the Levine Case, consolidation is unwarranted.

ii. In the Alternative, Consolidation is Not Proper because there are No Common Questions of Fact or Law

The defendants in the Levine Case have filed a Motion to vacate the final judgment entered by default and restore the case to the Trial Calendar. As plaintiffs argued in their response to that motion, the final judgment in the Levine Case should stand. However, if the Court is inclined to vacate the judgment in the Levine Case, consolidation of that case with this case is still not proper.

¹ A true and correct copy of the Levine complaint is attached hereto as Exhibit “A”.

² A true and correct copy of the order entering final judgment is attached hereto as Exhibit “B”.

Consolidation is proper only where two or more actions “involving a common question of law or fact arising out of the same transaction or series of transactions are pending in the Superior Court.” N.J. Court Rules, R. 4:38-1.

The two actions do not involve common questions of law or fact and do not arise out of the same transaction. Here, plaintiffs hired the Ackerman defendants to provide business management consulting services, including “provid[ing] plaintiffs with expert guidance on a variety of issues, including finances and marketing, team structure, clinical protocols, business decisions and protocols, insurance billing and practices, and case acceptance systems.” Compl. ¶ 20, 29. In the Levine Case, plaintiffs hired the Levine defendants to “handle all the Practice’s accounting and tax needs, including, but not limited to, preparing, and timely filing all federal and state tax returns, handling its payroll taxes, maintaining its QuickBooks, and preparing quarterly profit and loss statements.” Levine Compl. ¶¶ 19, 24.

The defendants in each case, thus, were hired to provide entirely different services and take entirely different actions.

Moreover, the wrongful conduct of the defendants, and accordingly the damages flowing therefrom, occurred in separate and distinct transactions. Here, Ackerman defendants, among other things, botched the Practices’ insurance participation, retroactively modified insurance billing entries, deleted the Practice’s insurance billing archive, harassed and abused employees of the Practice, and

caused significant patient attrition by communicating with patients in an aggressive manner. Compl. ¶¶ 31, 33, 36, 47, 52.

In the Levine case, the Levine defendants, among other things, botched Dr. Gruenbaum's personal 2019 tax returns, made egregious mistakes in connection with the Practice's 2019 taxes, failed to file IRS Form 941s, and failed to accurately report the Practice's employment tax liability to the State of New Jersey. Levine Compl. ¶¶ 35, 37, 38, 40.

In short, the Ackerman defendants' wrongful conduct is irrelevant to the Levine defendants' wrongful conduct and vice versa.

Movants' assertion—*without explanation*—that that the two cases are “premised on the same nucleus of operative facts” is simply untrue. The only overlap between the cases, which defendants place undue emphasis on, is that Ms. Ackerman is the individual who recommended that plaintiffs retain Mr. Levine. This does not support consolidating the cases given their clear differences.

In sum, there is no basis for consolidating the cases as there are no common issues of law or fact and the actions giving rise to the respective lawsuits were not part of the same transaction or occurrence. Consolidating the cases would serve no purpose and would unduly confuse a jury. *See Castro v. Guerra*, 2018 N.J. Super. Unpub. LEXIS 7033, at *11 (Bergen Cty. Super. Sept. 15, 2018) (denying a motion to consolidate where doing so would unduly confuse the jury and the matters did not involve common questions of fact and law).

IV. CONCLUSION

Plaintiffs respectfully request that the Motion to Consolidate be denied because (A) a final judgment has been entered in the Levine Case and therefore the case is over or (B) to the extent the Court vacates the final judgment, because there are no common issues of law or fact between the actions, the actions giving rise to the respective lawsuits were not part of the same transaction or occurrence, and consolidating the cases would serve no purpose and would unduly confuse a jury.

Respectfully submitted,

Dated: September 16, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE
One Liberty Place- 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
Attorneys for Plaintiffs

Exhibit A

SUMMONS

Attorney(s) Benjamin A. Garber, Esq. / ID#011382009Office Address Braverman Kaskey Garber PCTown, State, Zip Code One Liberty Place, 56th FloorPhiladelphia, PA 19103Telephone Number 215-575-3800Attorney(s) for Plaintiff Tamar Gruenbaum et alTamar Gruenbaum and Tamar Gruenbaum DDS, LLCd/b/a Ridgewood Valley Pediatric Dentistry,Plaintiff(s)

vs.

Josh Levine, CPA, Josh Levine CPA PC d/b/aLevine & Associates, and EHCM LLCDefendant(s)

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.

/s/ Michelle M. Smith

Clerk of the Superior Court

DATED: June 14, 2021Name of Defendant to Be Served: Josh Levine, CPAAddress of Defendant to Be Served: 135 Rockaway Turnpike, Suite 111, Lawrence, NY 11559

SUMMONS

Attorney(s) Benjamin A. Garber, Esq. / ID#011382009Office Address Braverman Kaskey Garber PCTown, State, Zip Code One Liberty Place, 56th FloorPhiladelphia, PA 19103Telephone Number 215-575-3800Attorney(s) for Plaintiff Tamar Gruenbaum et alTamar Gruenbaum and Tamar Gruenbaum DDS, LLCd/b/a Ridgewood Valley Pediatric Dentistry,Plaintiff(s)

vs.

Josh Levine, CPA, Josh Levine CPA PC d/b/aLevine & Associates, and EHCM LLCDefendant(s)**Superior Court of
New Jersey**Bergen CountyLaw Division

Docket No: _____

**CIVIL ACTION
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.

/s/ Michelle M. Smith

Clerk of the Superior Court

DATED: June 14, 2021Name of Defendant to Be Served: Josh Levine, CPA P.C. d/b/a Levine & AssociatesAddress of Defendant to Be Served: 135 Rockaway Turnpike, Suite 111, Lawrence, NY 11559

SUMMONS

Attorney(s) Benjamin A. Garber, Esq. / ID#011382009Office Address Braverman Kaskey Garber PCTown, State, Zip Code One Liberty Place, 56th FloorPhiladelphia, PA 19103Telephone Number 215-575-3800Attorney(s) for Plaintiff Tamar Gruenbaum et alTamar Gruenbaum and Tamar Gruenbaum DDS, LLCd/b/a Ridgewood Valley Pediatric Dentistry,Plaintiff(s)

vs.

Josh Levine, CPA, Josh Levine CPA PC d/b/aLevine & Associates, and EHCM LLCDefendant(s)

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.

/s/ Michelle M. Smith

Clerk of the Superior Court

DATED: June 14, 2021Name of Defendant to Be Served: EHCM LLCAddress of Defendant to Be Served: 123 Grove Ave., Suite 101, Cedarhurst, NY 11516

Civil Case Information Statement

Case Details: BERGEN | Civil Part Docket# L-003840-21

Case Caption: GRUENBAUM TAMAR VS LEVINE JOSH
Case Initiation Date: 06/14/2021
Attorney Name: BENJAMIN ALEX GARBER
Firm Name: BRAVERMAN KASKEY PC
Address: 1650 MARKET STREET 56TH FL ONE LIBERTY PLACE
PHILADELPHIA PA 191037334
Phone: 2155753800
Name of Party: PLAINTIFF : Gruenbaum, Tamar
Name of Defendant's Primary Insurance Company
(if known): None

Case Type: CONTRACT/COMMERCIAL TRANSACTION
Document Type: Complaint with Jury Demand
Jury Demand: YES - 12 JURORS
Is this a professional malpractice case? NO
Related cases pending: NO
If yes, list docket numbers:
Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO
Are sexual abuse claims alleged by: Tamar Gruenbaum? NO
Are sexual abuse claims alleged by: Tamar Gruenbaum DDS, LLC? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Business

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

06/14/2021
Dated

/s/ BENJAMIN ALEX GARBER
Signed

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,
385 S Maple Ave, #107
Glen Rock, NJ 07452**

Plaintiffs,

v.

JOSH LEVINE, CPA

135 Rockaway Turnpike, Suite 111,
Lawrence, NY 11559; and

**JOSH LEVINE CPA P.C. d/b/a LEVINE
& ASSOCIATES,**

135 Rockaway Turnpike, Suite 111,
Lawrence, NY 11559; and

EHCM LLC

123 Grove Ave
Suite 101

Cedarhurst, NY 11516

Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. _____

**COMPLAINT AND JURY DEMAND
DESIGNATION OF TRIAL
COUNSEL, AND CERTIFICATIONS
UNDER RULES 1:38-7(b) and 4:5-1**

Plaintiffs Tamar Gruenbaum, DDS (“Dr. Gruenbaum”) and Tamar Gruenbaum DDS, LLC d/b/a Ridgewood Valley Pediatric Dentistry (the “Practice”), by and through their undersigned counsel, brings this Complaint against defendants Josh Levine, CPA, Josh Levine CPA P.C. d/b/a Levine & Associates, and EHCM LLC (collectively, the “defendants”), as follows:

PRELIMINARY STATEMENT

1. Dr. Gruenbaum is the owner of a local pediatric dental practice. Defendants were engaged for purposes of providing accounting and tax related services to plaintiffs.
2. Among other things, defendants agreed to handle all the Practice's accounting and tax needs, including, but not limited to, preparing, and timely filing all federal and state tax returns, handling its payroll taxes, maintaining its QuickBooks, and preparing quarterly profit and loss statements. Defendants were also engaged as Dr. Gruenbaum's personal accountant.
3. However, defendants' services were utterly deficient. Defendants failed to act in plaintiffs' best interests, and their services were procured through defendants' misrepresentations as to their qualifications and abilities.
4. Defendants' acts and omissions, as alleged herein, have, and continue to cause substantial financial harm to plaintiffs and give rise to the claims asserted herein for breach of contract, breach of fiduciary duty, fraud, conversion, and unjust enrichment, among others.

PARTIES

5. Dr. Gruenbaum is an adult individual with a business address of 385 S. Maple Avenue, #107, Glen Rock, New Jersey 07452.
6. Tamar Gruenbaum DDS, LLC, d/b/a Ridgewood Valley Pediatric Dentistry is a New Jersey limited liability company with an address of 385 S. Maple Avenue, #107, Glen Rock, New Jersey 07452.

7. Upon information and belief, Levine is an individual with an address of 135 Rockaway Turnpike, Suite 111, Lawrence, New York 10128.

8. Upon information and belief, Levine is a certified public accountant.

9. Upon information and belief, Josh Levine CPA P.C. d/b/a Levine & Associates (“Levine & Assoc”) is a New York professional corporation with an address of 135 Rockaway Turnpike, Suite 111, Lawrence, New York 10128 and a registered address of 8-21 Roosevelt Court, Far Rockaway, New York, 11691.

10. At all times material hereto, Levine has been a shareholder, officer, director, principal, and agent of Levine & Assoc.

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction over this action pursuant to N.J. Const. Art. VI § III.

12. This Court has personal jurisdiction over all of the parties, as each party resides in, conducts business in or has its principal place of business in New Jersey, and the actions described herein occurred in New Jersey.

13. Venue is appropriate in this Court pursuant to NJ Court Rules 4:3-1(a)(5) and 4:3-2(a).

FACTS

Background

14. Dr. Gruenbaum grew up in Teaneck, New Jersey and earned her D.D.S. from Columbia University College of Dental Medicine.

15. Dr. Gruenbaum completed a general practice residency at Montefiore Medical Center in Bronx, New York.

16. Dr. Gruenbaum did her post-graduate training in pediatric dentistry at Maimonides Medical Center in Brooklyn, New York, where she served as chief resident during her second year.

17. Dr. Gruenbaum is a member of the AAPD and is board certified by the American Board of Pediatric Dentistry.

18. Dr. Gruenbaum is the owner of the Practice, which provides comprehensive dental care to children from infancy through their teenage years.

19. In December 2017, Dr. Gruenbaum retained Levine as the Practice's accountant and tax professional.

20. At the time, upon information and belief, Levine operated as the sole member of EHCM LLC d/b/a "Empire Healthcare Management, LLC."

21. Upon information and belief, subsequently Levine ceased operating as EHCM LLC d/b/a "Empire Healthcare Management, LLC" and began trading as "Levine and Assoc LLC" or "Levine & Associates" and holding himself out as a "Partner" thereof.

22. Upon information and belief, "Levine & Associates LLC" is a registered New York limited liability company with a DOS number of 4905735 that is unaffiliated with Levine.

23. Levine was also engaged as Dr. Gruenbaum's personal accountant.

24. Pursuant to the parties' agreement, defendants agreed to handle all the Practice's accounting and tax needs, including, but not limited to, preparing, and timely filing all federal and state tax returns, handling its payroll taxes, maintaining its QuickBooks, and preparing quarterly profit and loss statements.

25. Defendants also agreed to provide accounting and tax services to Dr. Gruenbaum, individually.

26. Defendants' obligations included but were not limited to the following:

a. Perform and maintain bookkeeping functions, including maintaining the company's books, records, cash receipts, and cash disbursements ledgers.

b. Hold monthly phone meetings with Dr. Gruenbaum to review issues and discuss ways to improve the Practice;

c. Hold quarterly in person meetings with Dr. Gruenbaum to address Practice and personal related accounting and financial issues;

d. Analyze the Practice's books and records and report to Dr. Gruenbaum concerning the same;

e. Provide services on an "as need" basis when accounting or financial issues arise;

f. Provide personal tax planning and analyze cash flow for Dr. Gruenbaum, individually;

g. Position the Practice for growth and to implement and maintain systems to foster the Practice's growth;

h. Oversee and manage the Practice's workers' compensation and disability information audits;

i. Prepare the year end taxes for both the Practice and Dr. Gruenbaum;

j. Recommend to the Practice cost savings practices and methods; and

k. Develop and discuss tax planning strategies.

27. The above-referenced services that defendants were required to provide are memorialized in a letter agreement attached hereto as Exhibit "1".

28. Despite demand, defendants have not provided plaintiffs with a fully executed copy of the agreement.

Defendants' Fraud and Unlawful Conduct

29. For purposes of inducing Dr. Gruenbaum to retain his services, Levine misrepresented that he was experienced and competent in providing accounting and tax advice to dentists and oral surgeons.

30. Defendants misrepresented to Dr. Gruenbaum Levine's successes improving dental practices like Dr. Gruenbaum's practice.

31. Levine also misrepresented the credentials, qualifications, and abilities of his company.

32. For purposes of inducing Dr. Gruenbaum to retain his services, Levine misrepresented that he was experienced and competent in providing personal tax advice in connection with divorce proceedings.

33. Throughout defendants' engagement, however, defendants failed to perform the agreed-upon and above-referenced services.

34. Any services that were provided were deficient and of no value to plaintiffs.

35. Among other things, defendants provided erroneous, deficient, and substandard tax advice and services to plaintiffs, including, specifically, with respect to the preparation of Dr. Gruenbaum's 2019 tax returns.

36. As a result of defendants' failings in connection therewith, Dr. Gruenbaum has incurred substantial fees, costs, and expenses in her divorce proceedings that she otherwise would not have incurred absent defendants' misconduct.

37. As a result of defendants' egregious mistakes in connection with the Practice's 2019 taxes, the Practice was unable to maximize its Paycheck Protection Program loan and instead received a loan in an amount substantially less than it otherwise would have been, absent defendants' failings.

38. Defendants were required to, but failed to, file multiple IRS Form 941s.

39. Defendants' failures to file resulted in an IRS investigation and the imposition of penalties against the Practice and Dr. Gruenbaum personally.

40. Levine failed to accurately report the Practice's employment tax liability to the State of New Jersey.

41. For at least one Practice employee, Levine deducted the required payroll tax from Dr. Gruenbaum's account but failed to file the appropriate documentation with the State of New Jersey, such that the State had no record of the employee working for the Dr. Gruenbaum for any payroll period.

42. Levine fraudulently induced Gruenbaum to retain him for payroll related services.

43. Levine referred Dr. Gruenbaum to a payroll vendor, Empire Payroll Processing, Inc., and misrepresented that entity as an independent third party rather than as an entity affiliated with Levine and his practice.

44. The payroll vendor's services were substandard, and the costs were grossly excessive.

45. At all times material hereto, when Dr. Gruenbaum questioned Levine's services, Levine sought to cover up his failings by misrepresenting to Dr. Gruenbaum that everything had been taken care of properly.

46. On March 31, 2020, and on multiple occasions thereafter, Dr. Gruenbaum sought, and Levine refused access to, the Practice's QuickBooks records.

47. As a result of defendants' unlawful conduct, plaintiffs have suffered emotional distress and substantial monetary harm, including out-of-pocket expenses, fees, and costs for defendants are responsible.

48. Defendants, on the other hand, have been unjustly enriched, having received undeserved compensation in connection with their engagement.

COUNT I
BREACH OF CONTRACT

49. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

50. Plaintiffs and defendants are parties to a valid and enforceable agreement.

51. Plaintiffs have performed under the agreement.

52. By doing the things alleged herein, defendants have materially breached his agreement.

53. As a direct, proximate, and foreseeable result of defendants' breaches of contract, plaintiffs have suffered, and will continue to suffer, substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

COUNT II
BREACH OF GOOD FAITH AND FAIR DEALING

54. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

55. By doing the things alleged herein, defendants have breached the duty of good faith and fair dealing owed to plaintiffs.

56. As a direct, proximate, and foreseeable result of defendants' breaches of good faith and fair dealing, plaintiffs have suffered, and will continue to suffer, substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

COUNT III
BREACH OF FIDUCIARY DUTY

57. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

58. Under New Jersey law, a fiduciary relationship exists when one party is under a duty to act for or give advice for the benefit of another on matters within the scope of their relationship.

59. By virtue of the parties' relationship, defendants owed fiduciary duties to the plaintiffs.

60. By doing the things alleged herein, defendants have breached their fiduciary duties of care and loyalty to plaintiffs.

61. As a direct, proximate, and foreseeable result of defendants' breaches of fiduciary duty, plaintiffs have suffered, and will continue to suffer, substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

COUNT IV
CONVERSION

62. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

63. By doing the things alleged herein, defendants converted the time, money, resources, and other assets of the plaintiffs without privilege or authorization and for their own improper purposes.

64. As a direct, proximate, and foreseeable result of defendants' conversion, plaintiffs have suffered, and will continue to suffer, substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

COUNT V
UNJUST ENRICHMENT

65. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

66. Defendants have and continue to benefit from their receipt of the benefits and other compensation paid to them by the plaintiffs.

67. Defendants' retention of said benefits constitutes unjust enrichment.

68. Accordingly, the Court should require defendants to return the benefits bestowed upon them by the plaintiffs to the plaintiffs.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

COUNT VI
FRAUD/FRAUDULENT CONCEALMENT

69. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

70. Defendants knowingly misrepresented the truth and/or concealed material facts to induce plaintiffs to act to their detriment.

71. As alleged herein, defendants misrepresented to Dr. Gruenbaum that Levine was a qualified, experienced, competent, and diligent professional.

72. Reasonably relying on these misrepresentations, plaintiffs retained defendants' services.

73. Reasonably relying on these misrepresentations, plaintiffs retained entered into the agreement.

74. Additionally, defendants knowingly and intentionally concealed their misconduct from plaintiffs for purposes of preventing them from uncovering the truth of the same and continuing to reap the benefits that plaintiffs bestowed upon them.

75. As a direct, proximate, and foreseeable result of defendants' fraud and fraudulent concealment, plaintiffs have suffered, and will continue to suffer, substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

COUNT VII
NEGLIGENCE

76. Plaintiffs hereby incorporate by reference herein all of the foregoing allegations of the Complaint.

77. Defendants owed plaintiffs a duty of care as a certified public accountant.

78. By doing the things alleged herein, defendants breached their duty of care, acted negligently, and otherwise deviated from the acceptable professional standards attendant to a certified public accountant.

79. As a direct, proximate, and foreseeable result of defendants' negligence, plaintiffs have suffered, and will continue to suffer, substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiffs pray for relief as more fully set forth below.

PRAYER FOR RELIEF

WHEREFORE, plaintiffs demand judgment against defendants as follows:

- (i) compensatory and consequential damages in an amount to be determined at trial, against defendants, individually and/or jointly and severally as appropriate;
- (ii) punitive damages;
- (iii) reasonable attorney's fees and costs;
- (iv) pre- and post-judgment interest at the highest legal rate; and
- (v) for such other and further relief as the Court may deem equitable, just, and proper, including the award of costs and expenses incurred by plaintiffs in this action.

JURY DEMAND

Plaintiffs demand trial by a jury of twelve on all of the triable issues of this Complaint, pursuant to NJ Court Rules 1:8-2(b) and 4:35-1(a).

DESIGNATION OF TRIAL COUNSEL

Pursuant to NJ Court Rule 4:25-4, plaintiffs hereby designate Benjamin A. Garber, Esq. as trial counsel in this matter.

CERTIFICATIONS

The undersigned hereby certifies that the matter in controversy is not the subject of any other action pending in any Court or arbitration proceeding and no other Court action or arbitration proceeding is contemplated. There is presently pending one other action, at Docket No. C-154-19, in which one or more of the parties to this action assert matters other than the matter in controversy herein.

Other than the parties set forth in this complaint, I know of no other parties that should be made a part of this lawsuit. I recognize my continuing obligation to file and serve on all parties and the court an amended certification if there is a change in the facts stated in this original certification.

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

Respectfully submitted,

Dated: June 14, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE
One Liberty Place- 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
Attorneys for Plaintiffs

Exhibit B

FILED**AUG 27 2021****ROBERT C. WILSON
J.S.C.**

BRAVERMAN KASKEY GARBER PC
BENJAMIN A. GARBER, ESQ.
 I.D. No. 011382009
 One Liberty Place, 56th Floor
 1650 Market Street
 Philadelphia, Pennsylvania 19103
 Telephone: (215) 575-3800
 Facsimile: (215) 575-3801
 bgarber@braverlaw.com

UNOPPOSED*Attorney for Plaintiffs*

**TAMAR GRUENBAUM; and
 TAMAR GRUENBAUM DDS, LLC,
 d/b/a RIDGEWOOD VALLEY
 PEDIATRIC DENTISTRY,**

Plaintiffs,

v.

**JOSH LEVINE, CPA
 and
 JOSH LEVINE CPA P.C. d/b/a LEVINE
 & ASSOCIATES,
 and
 EHCM LLC,**

Defendants.

**SUPERIOR COURT OF NEW
 JERSEY, LAW DIVISION
 BERGEN COUNTY**

Docket No. BER-L-003840-21**FINAL JUDGMENT BY DEFAULT**

THIS MATTER having been presented to the Court by Braverman Kaskey Garber PC, attorneys for plaintiffs, Tamar Gruenbaum, DDS and Tamar Gruenbaum DDS, LLC d/b/a Ridgewood Valley Pediatric Dentistry, for entry of Final Judgment by Default pursuant to R. 4:43-2 against defendants Josh Levine, CPA, Josh Levine CPA P.C. d/b/a Levine & Associates, and EHCM LLC (collectively, the "defendants"); and defendants having been served with the Summons and Complaint in this action; and defendants having failed to properly answer the Complaint or otherwise move as to the Complaint; and default having

been properly entered against defendants on July 27, 2021; and defendants having been served with a copy of the default entered against them; and the Court having considered the Certification of Amount Due and Non-Military Service of Tamar Gruenbaum and Certification of Counsel; and it further appearing that good cause has been shown for the entry of this Judgment,

It is on this 27 day of August 2021, ORDERED as follows:

1. JUDGMENT by default as authorized by R. 4:43-2(b) is entered in favor of plaintiffs, Tamar Gruenbaum, DDS and Tamar Gruenbaum DDS, LLC d/b/a Ridgewood Valley Pediatric Dentistry, and against defendants Josh Levine, CPA, Josh Levine CPA P.C. d/b/a Levine & Associates, and EHCM LLC, in the amount of \$161,437.32, together with pre-judgment and post-judgment interest and costs of suit.

2. A copy of this Judgment shall be served on defendants by regular mail within seven (7) days of receipt by plaintiffs' counsel in accordance with Rule 4:43-2(c).

BY THE COURT:


J.

This motion was:

OPPOSED: _____

UNOPPOSED: ✓

ROBERT C. WILSON, J.S.C.

TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,

Plaintiffs,

v.

SHANALEE ACKERMAN
and
ACKERMAN PRACTICE
MANAGEMENT, LLC,

Defendants.

SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY

Docket No. BER-L-003841-21

ORDER

AND NOW, this ____ day of _____, 2021, upon consideration of the Motion to Consolidate and the response in opposition thereto, it is hereby ORDERED that the motion is DENIED.

BY THE COURT:

_____, J.

BRAVERMAN KASKEY GARBER PC

BENJAMIN A. GARBER, ESQ.

I.D. No. 011382009

One Liberty Place, 56th Floor

1650 Market Street

Philadelphia, Pennsylvania 19103

Telephone: (215) 575-3800

Facsimile: (215) 575-3801

bgarber@braverlaw.com

Attorney for Plaintiffs

**TAMAR GRUENBAUM; and
TAMAR GRUENBAUM DDS, LLC,
d/b/a RIDGEWOOD VALLEY
PEDIATRIC DENTISTRY,**

Plaintiffs,

v.

**SHANALEE ACKERMAN
and
ACKERMAN PRACTICE
MANAGEMENT, LLC,**

Defendants.

**SUPERIOR COURT OF NEW
JERSEY, LAW DIVISION
BERGEN COUNTY**

Docket No. BER-L-003841-21

CERTIFICATION OF SERVICE

I hereby certify that on the date below, a true and correct copy of the foregoing Memorandum of Law by Plaintiffs in Response to Defendants' Motion To Consolidate was electronically filed and served via the Court's , electronic filing system upon the following:

Baruch S. Gottesman, Esquire
185-12 Union Turnpike
Fresh Meadows, New York 11366
bg@gottesmanlegal.com
Attorneys for Defendants

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Respectfully submitted,

Dated: September 16, 2021

BRAVERMAN KASKEY GARBER PC

BY: /s/ Benjamin A. Garber
BENJAMIN A. GARBER, ESQUIRE
One Liberty Place- 56th Floor
1650 Market Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 575-3800
Facsimile: (215) 575-3801
Attorneys for Plaintiffs

VERIFIED RETURN OF SERVICE

Job # J217166

Client Info:

BRAVERMAN KASKEY GARBER PC
BENJAMIN A. GARBER, ESQUIRE
1650 MARKET STREET
PHILADELPHIA PENNSYLVANIA 19103

Case Info:

PLAINTIFF:

TAMAR GRUENBAUM; TAMAR GRUENBAUM DDS, LLC; d/b/a
RIDGEWOOD VALLEY PEDIATRIC DENTISTRY

-versus-

DEFENDANT:

SHANALEE ACKERMAN; ACKERMAN PRACTICE MANAGEMENT LLC

SUPERIOR COURT
Court Division: LAW

County of Bergen, New Jersey
Court Case # **L-003841-21**

Service Info:

Received by **JAMES PLANK**: on September, 27th 2021 at 01:23 PM

Service: I Served **Shanalee Ackerman**

With: **SUMMONS; COMPLAINT AND JURY DEMAND DESIGNATION OF TRIAL COUNSEL, AND CERTIFICATIONS; TRACK ASSIGNMENT NOTICE; CIVIL CASE INFORMATION STATEMENT; LETTER**
by leaving with **Alex M., CO-RESIDENT**

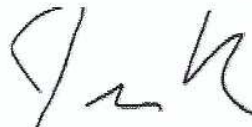
At Residence **13867 JEREMIAH ROAD JACKSONVILLE, FL 32224**

On **9/28/2021** at **08:30 PM**

Manner of Service: **SUBSTITUTE SERVICE:**

Service completed per FS 48.031

I **JAMES PLANK** acknowledge that I am authorized to serve process, in good standing in the jurisdiction wherein the process was served and I have no interest in the above action. Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.



JAMES PLANK

Lic # **1161**

FREDERICKS & PALMER PROCESS SERVICE, LLC

1125 ATLANTIC AVENUE, SUITE 502
Atlantic City, NJ 08401

Job # J217166



AFFIDAVIT OF ATTEMPTED SERVICE

NEW JERSEY SUPERIOR COURT
BERGEN COUNTY

TAMAR GRUEN BAUM

VS.

INDEX# 1-003841-21

SHANALEE ACKERMAN

State of New York, County of New York, SS:

JACK JOHNSON, being duly sworn deposes and says that deponent is over the age of eighteen years, is not a party to this action, and is a resident of the State of New York.

Deponent attempted to serve the annexed:

**COVER LETTER DATED 9/24/2021
CIVIL ACTION SUMMONS:
TRACK ASSIGNMENT NOTICE:
CSI STATEMENT:
COMPLAINT AND JURY DEMAND**

upon **SHANALEE ACKERMAN** at:

**1775 YORK AVE., APT 5F
NEW YORK, N.Y. 10128**

Deponent was unable, with due diligence to serve **SHANALEE ACKERMAN**

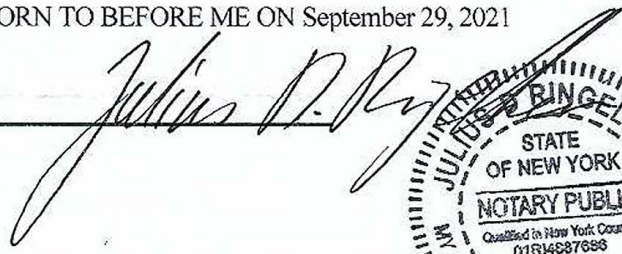

The following times are when attempts were made:

unable to serve

9/27/2021 at 5:00p.m.-not in-left business card with building concierge

9/29/2021 at 2:00p.m.-received call from shana(425-503-1607)and she told deponent that she was not in New York City. She further stated that her exhusband had already received a set of the documents in Florida

SWORN TO BEFORE ME ON September 29, 2021



Jack Johnson
Process Server
Lic. No. 2037237

VERIFIED RETURN OF SERVICE

Job # J217164

Client Info:

BRAVERMAN KASKEY GARBER PC
BENJAMIN A. GARBER, ESQUIRE
1650 MARKET STREET
PHILADELPHIA PENNSYLVANIA 19103

Case Info:

PLAINTIFF:

TAMAR GRUENBAUM; TAMAR GRUENBAUM DDS, LLC; d/b/a
RIDGWOOD VALLEY PEDIATRIC DENTISTRY
-versus-

DEFENDANT:

SHANALEE ACKERMAN; ACKERMAN PRACTICE MANAGEMENT LLC

SUPERIOR COURT
Court Division: LAW

County of Bergen, New Jersey
Court Case # **L-003841-21**

Service Info:

Received by **JAMES PLANK**: on September, 27th 2021 at 01:08 PM

Service: I Served **Ackerman Practice Management, LLC**

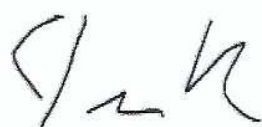
With: **SUMMONS; COMPLAINT AND JURY DEMAND DESIGNATION OF TRIAL COUNSEL, AND CERTIFICATIONS; TRACK
ASSIGNMENT NOTICE; CIVIL CASE INFORMATION STATEMENT;**
by leaving with **Alex M., CO-RESIDENT OF REGISTERED AGENT**

At Residence **13867 JEREMIAH ROAD JACKSONVILLE, FL 32224**

On **9/28/2021** at **08:30 PM**

Manner of Service: **LIMITED LIABILITY COMPANY**
PURSUANT TO F.S. Ch. 48 & 49 and 608.462

I **JAMES PLANK** acknowledge that I am authorized to serve process, in good standing in the jurisdiction wherein the process was served and I have no interest in the above action. Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.



JAMES PLANK

Lic # **1161**

**FREDERICKS & PALMER PROCESS SERVICE,
LLC**

1125 ATLANTIC AVENUE, SUITE 502
Atlantic City, NJ 08401

Job # J217164



VERIFIED RETURN OF SERVICE

Job # J217165

Client Info:

BRAVERMAN KASKEY GARBER PC
BENJAMIN A. GARBER, ESQUIRE
1650 MARKET STREET
PHILADELPHIA PENNSYLVANIA 19103

Case Info:

PLAINTIFF:

TAMAR GRUENBAUM; TAMAR GRUENBAUM DDS, LLC; d/b/a
RIDGEWOOD VALLEY PEDIATRIC DENTISTRY

-versus-

DEFENDANT:

SHANALEE ACKERMAN; ACKERMAN PRACTICE MANAGEMENT LLC

SUPERIOR COURT
Court Division: LAW

County of Bergen, New Jersey
Court Case # L-003841-21

Service Info:

Received by JAMES PLANK: on September, 27th 2021 at 01:14 PM

Service: I Served Ackerman Practice Management c/o Shanalee Ackerman, Registered Agent

With: SUMMONS; COMPLAINT AND JURY DEMAND DESIGNATION OF TRIAL COUNSEL, AND CERTIFICATIONS; TRACK
ASSIGNMENT NOTICE; CIVIL CASE INFORMATION STATEMENT; LETTER
by leaving with Alex M., CO-RESIDENT OF REGISTERED AGENT

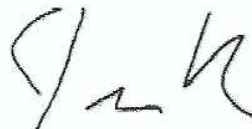
At Residence 13867 JEREMIAH ROAD JACKSONVILLE, FL 32224

On 9/28/2021 at 08:30 PM

Manner of Service: CORPORATE

CORPORATE SERVICE: F.S. 48.081 (1)(a)(b)(c)(d), (2) or (3)

I JAMES PLANK acknowledge that I am authorized to serve process, in good standing in the jurisdiction wherein the process was served and I have no interest in the above action. Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.



JAMES PLANK

Lic # 1161

FREDERICKS & PALMER PROCESS SERVICE,
LLC

1125 ATLANTIC AVENUE, SUITE 502
Atlantic City, NJ 08401

Job # J217165



AFFIDAVIT OF ATTEMPTED SERVICE

NEW JERSEY SUPERIOR COURT
BERGEN COUNTY

TAMAR GRUEN BAUM

VS.

INDEX# 1-003841-21

SHANALEE ACKERMAN

State of New York, County of New York, SS:

JACK JOHNSON, being duly sworn deposes and says that deponent is over the age of eighteen years, is not a party to this action, and is a resident of the State of New York.

Deponent attempted to serve the annexed:

**COVER LETTER DATED 9/24/2021
CIVIL ACTION SUMMONS:
TRACK ASSIGNMENT NOTICE:
CSI STATEMENT:
COMPLAINT AND JURY DEMAND**

upon **ACKERMAN PRACTICE MANAGEMENT,LLC.** at:

**1775 YORK AVE., APT 5F
NEW YORK, N.Y. 10128**

Deponent was unable, with due diligence to serve **ACKERMAN PRACTICE MANAGEMENT,LLC.**

The following times are when attempts were made:

unable to serve

9/27/2021 at 5:00p.m.-not in-left business card with building concierge

9/29/2021 at 2:00p.m.-received call from shana(425-503-1607)and she told deponent that she was not in New York City. She further stated that her exhusband had already received a set of the documents in Florida

SWORN TO BEFORE ME ON September 29, 2021

Julius D. Ringelheim



Jack Johnson

Jack Johnson
Process Server
Lic. No. 2037237